

21453

ORRIS INFRASTRUCTURE

RATNA SINGH
STAMP VENDOR
Teb. GURGAON

27 MAR 2011

ADDENDUM TO AGREEMENT DATED 24th OCTOBER, 2007

THIS ADDENDUM to the Agreement dated 24th October, 2007 is made and executed at Gurgaon on this _____ day of _____, 2011:

BETWEEN

M/s. ORRIS INFRASTRUCTURE PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 and having its registered office at RZ-D-5, Mahavir Enclave, New Delhi-110045 through its Director Mr. Amit Gupta duly authorized vide a Board Resolution dated _____ and hereinafter referred to as "**ORRIS**" of the **ONE PART.**

AND

M/s. NEPTUNE LAND AND HOUSING PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at 1697, Chunna Mandi, Pahar Ganj, New Delhi- 110055 through its Director Mr. Vijay Gupta duly authorized vide a Board Resolution dated _____ and hereinafter referred to as the "**land owner**" of the **OTHER PART.**

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, legal representatives, administrator, nominees and assignees. The parties Orris and the land owner are hereinafter collectively referred to as "Parties" and individually as "the Party".

WHEREAS the Land Owner and Orris have entered into an Agreement dated 24th October, 2007 duly registered as document no. 3303, Dated

Neptune Land & Housing
Authorized Signatory

(Signature)

06/05/2008, Book No. 1, Vol. No. 9753 at Page No. 140, Addl. Book No. 1 Vol. No. 832, pages 52 to 53 with the Sub-Registrar, Gurgaon (herein after referred to as the said Agreement) for development of a Colony on land measuring 20.5 acres (approx.) and as detailed in the said Agreement situated in the revenue estate of Village Hayatpur and Badha, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land");

AND WHEREAS part of the said land total admeasuring 1 Kanal 18 Marla bearing Rect. No. 37, Killa No. 10(8-0) upto the extent of 2/160 share which comes to 0 Kanal 2 Marla; Rect. No. 36, Killa No. 3(8-0), 7/2(5-18), 8(8-0), 13(8-0), 14/1/1(3-6); Rect. No. 37, Killa No. 1(8-0), 2/2(7-11), Kita 7, total measuring 48 Kanal 15 Marla upto the extent of 20/975 share which comes to 1 Kanal 0 Marla; Rect. No. 36, Killa No. 5/2(5-12), 6/1(7-12), 14/2/2(2-14), 15(8-0), 16(8-16), 17/1/4(4-14); Rect. No. 37, Killa No. 11(8-0), 20(8-0), Kita 8, total measuring 51 Kanal 8 Marla upto the extent of 16/1028 share which comes to 0 Kanal 16 Marla, All Kita 16, Total measuring 1 Kanal 18 Marla in the revenue estate of Village Badha, Tehsil- Manesar, District Gurgaon (Haryana) has been transferred by way of exchange (Tabadla) with similar other land total admeasuring 0 Kanal 18.5 Marla bearing Rect. No. 3, Killa No. 18(8-0) upto the extent of 5/320 share which comes to 0 Kanal 2.5 Marla; Rect. No. 3, Killa No. 13(9-11), 14(4-16), 16/2(0-10), 17(8-0), 23(8-0), 24(8-0), 25/1/1(0-8), total measuring 39 Kanal 5 Marla upto the extent of 10/785 share which comes to 0 Kanal 11 Marla; Rect. No. 8, Killa No. 2/1/2(4-4), 2/2(3-12), 3(8-0) total measuring 15 Kanal 16 Marla upto the extent of 6/316 share which comes to 0 Kanal 6, All Kita 11, Total measuring 0 Kanal 18.5 Marla in the revenue estate of Village Badha, Tehsil- Manesar, District Gurgaon (Haryana) by virtue of Transfer Deed (Tabadlanama) dated 24th August, 2008 duly registered as document no. 601, Book No. 1, Vol. No. 1 at Page No. 28, Addl. Book No. 1 Vol. No. 2

M. M.

For Officer in Charge

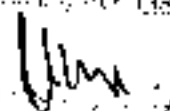
[Signature]
Authorized Signatory

pages 1 to 2 with the Sub-Registrar, Manesar, and thus it has necessitated the parties to make necessary amendments in the said Agreement to that effect;

AND WHEREAS, both the parties hereto are desirous of executing an Addendum to the said Agreement dated 24th October, 2007 have agreed on the terms of this Addendum as hereinafter stated:

NOW THIS ADDENDUM TO THE AGREEMENT WITNESSES AS FOLLOWS:

1. That land total admeasuring 1 Kanal 18 Marla bearing Rect. No. 37, Killa No. 10(8-0) upto the extent of 2/160 share which comes to 0 Kanal 2 Marla; Rect. No. 36, Killa No. 3(8-0), 7/2(5-18), 8(8-0), 13(8-0), 14/1/1(3-6); Rect. No. 37, Killa No. 1(8-0), 2/2(7-11), Kita 7, total measuring 48 Kanal 15 Marla upto the extent of 20/975 share which comes to 1 Kanal 0 Marla; Rect. No. 36, Killa No. 5/2(5-12), 6/1(7-12), 14/2/2(2-14), 15(8-0), 16/1(4-14); Rect. No. 37, Killa No. 11(8-0), 20(8-0), Kita 8, total measuring 51 Kanal 8 Marla upto the extent of 16/1028 share which comes to 0 Kanal 16 Marla, All Kita 16, Total measuring 1 Kanal 18 Marla in the revenue estate of Village Badha, Tehsil- Manesar, District Gurgaon (Haryana) stands deleted/Omitted from the Schedule "A" of the said Agreements.
2. That land total admeasuring 0 Kanal 18.5 Marla bearing Rect. No. 3, Killa No. 18(8-0) upto the extent of 5/320 share which comes to 0 Kanal 2.5 Marla; Rect. No. 3, Killa No. 13(9-11), 14(4-16), 16/2(0-10), 17(8-0), 23(8-0), 24(8-0), 25/1/1(0-8), total measuring 39 Kanal 5 Marla upto the extent of 10/785 share which comes to 0 Kanal 11 Marla; Rect. No. 8, Killa No. 2/1/2(4-4), 2/2(3-12), 3(8-0) total measuring 15 Kanal 16 Marla upto the extent of 6/316



share which comes to 0 Kanal 6, All Kita 11, Total measuring 0 Kanal 18.5 Marla in the revenue estate of Village Badha, Tehsil- Manesar, District Gurgaon (Haryana) be added in the Schedule "A". The land is more fully described in new "Schedule-A" attached here with to this Addendum.

3. That the Schedule "A" attached to this Addendum will replace the Schedule "A" of the Agreement dated 24th October, 2007 and be read and considered as part and parcel of the said Agreements for all purposes.
4. That all other terms and conditions of the Agreement dated 24th October, 2007 shall remain the same and in force.
5. This Addendum shall form an integral part of the Agreement dated 24th October, 2007 executed between the parties and shall be concurrent and co-terminus with the Agreement dated 24th October, 2007.

IN WITNESS WHEREOF the parties have executed this Addendum on the day, month and year first above written in the presence of witnesses:

SIGNED AND DELIVERED by the
Within named ORRIS

SIGNED AND DELIVERED by the
Within named LAND OWNER

WITNESSES:

1.

2.

For Orris Infrastructure Pvt. Ltd.

Authorised Signatory

Authorised Signatory

SCHEDULE-A				Neptune Land & Housing - Addendum to Agreement, Dated 24th October 2007	
Sr. No.	Sr. Reg. No.	VILLAGE	TOTAL AREA KANAL/MARLA	VASIKA NO.	MUTATION NO.
1	30/108	Badha	7	25140	2118, 2464
LAND DETAILS					
RECT. No. 18, Kila No. 21, (8-0), 22(8-0), Total (16-0), Share 58/640, Measuring 1 Kan 34/375, Measuring 1 Kan 14 Marla; RECT. No. 19, Kila No. 18(8-0), 23(1 Min(2-14), 25(8-0), Total (18-14), Share 12), total (9-13), Share 19/215, Measuring 0 Kan 17 Marla; RECT. No. 36, Kila No. 25(2-1), Share 51/1240, Measuring 0 Kan 2 Marla; RECT. No. 23, Kila No. 1/2(1-10), Share 75/1815, Measuring 0 Kan 1 Marla; RECT. No. 18, Kila No. 11/1 Min(0-7), RECT. No. 25, Kila No. 14/2(6-17), Total (7-4), Share 1/24, Measuring 1 Marla; RECT. No. 22, Kila No. 15/1(1(2-9), RECT. No. 25, Kila No. 11/1(5-6); RECT. No. 37, Kila No. 18(8-0), 23(8-0), Total (23-15), Share 1/24, Measuring 1 Kan 0 Marla; RECT. No. 16, Kila No. 10/1(2(0-15), Total (0-15), Share 1/16, Measuring 0 Kan 1 Marla; RECT. No. 22, Kila No. 8/2 (3-16), Total (3-16), Share 41/92, Measuring 2 Kan 1 Marla; RECT. No. 18, Kila No. 1/3/1 (4-12), Total (4-12), Share 42/517, Measuring 0 Kan 1 Marla; FIELD 36, Total Measuring 7 Kan 16 Marla					
2	31/112	Badha	2	25141	2047
RECT. No. 4, Kila No. 11/2(3-17), 12(4-0), 13(3-11), 20/2(0-8), 20/3(3-19), total (19-15), Share 30/395, Measuring 1 Kan 10 Marla; RECT. No. 8, Kila No. 21/2(5-12), Share 28, Measuring 1 Kan 5 Marla; RECT. No. 8, Kila No. 27(4-0), share 1/48, Measuring 0 Kan 1.5 Marla, FIELD 7, Total Measuring 2 Kan 16.5 Marla					
3	33/122	Badha	5	26354	2222
5	35/125	Badha	24	26356	2013
RECT. No. 26, Kila No. 17(8-0), Share 110/160, FIELD 1, total Measuring 5 Kan 10 Marla					
6	38/126	Badha	6	26060	2046
RECT. No. 27, Kila No. 20(8-0), RECT. No. 26, Kila No. 16(8-0); RECT. No. 26, Kila No. 25(8-0), Total (24-0), Salam, FIELD 3, Total Measuring 24 Kan 0 Marla					
RECT. No. 9, Kila No. 3/2(2-4), 8/1(4-4), Total(5-8), Salam, FIELD 2, Total Measuring 6 Kan 8 Marla					

For Details INFRASTRUCTURE PVT. LTD.

[Signature]

12/78/111	Hayatpur	3	18.5	25252	1761	RECT.No.29, Kila No.24(7-7), 25(12-11); RECT.No.58, Kila No.3(1-16), 8(3-4-18), 13(12-13), RECT.No.59, Kila No.4(8-0), 7(8-0), 8(8-0), 13(8-0), 14(12-8), 18(2-3-16), 28(0-2), Total (57-11), share 3/20, Measuring 8 Kanal 12.5 Marla; RECT.No.59, Kila No.22(6-0), 27(0-15), 26(0-14), Total (7-18), share 3/80, Measuring 0 Kanal 6 marla, FIELD 15, Total Measuring 8 Kanal 18.5 marla, Finally Mutated 8 Kanal 18 Marla
13/80/114	Hayatpur	6	18	25472	2020	RECT.No.56, Kila No.13/2(2-1-3), 14/2(2-6-13), 15/1 Min(1-15), 16(3-1-4), RECT.No.60, Kila No.20(3-4-10); RECT.No.69, Kila No.1(8-0), 2(12-8), total (25-13), share 1/4, Measuring 6 kanal 8 Marla; RECT.No.58, Kila No.6(7-13), 26(0-7), total (8-0), Share 1/16, Measuring 0 Kanal 10 Marla; FIELD 9, Total Measuring 6 Kanal 18 marla, Finally Mutated 6 Kanal 18 Marla
14/81/116	Hayatpur	6	18	25480	2021	RECT.No.58, Kila No.13/2(2-1-3), 14/2(2-6-13), 15/1 Min(1-15), 16(3-1-4), RECT.No.60, Kila No.20(3-4-10); RECT.No.69, Kila No.1(8-0), 2(12-8), total (25-13), share 1/4, Measuring 6 kanal 8 Marla; RECT.No.58, Kila No.6(7-13), 26(0-7), total (8-0), Share 1/16, Measuring 0 Kanal 10 Marla; FIELD 9, Total Measuring 6 Kanal 18 marla, Finally Mutated 6 Kanal 18 Marla
15/82/119	Hayatpur	5	18	25656	1770	RECT.No.14, Kila no 24(2-4-16); RECT.No.32, Kila No.4(8-0), 7(8-0), 14(12-8), Total (23-14), Share 23/980, FIELD 4, Total Measuring 5 Kanal 18 Marla
16/83/106	Hayatpur	6	3	25926	1756	RECT.No.14, Kila No.6(2-13), 14(8-0), 15(8-0), 17(8-0), 18(16-4), 25(8-0), Total (40-17), Share 9/80, FIELD 6, total Measuring 4 Kanal 3 Marla
17/84/115	Hayatpur	8	18.5	26456	1759	RECT.No.29, Kila No.24(7-7), 25(12-11); RECT.No.58, Kila No.3(1-16), 8(3-4-18), 13(12-13); RECT.No.59, Kila No.4(8-0), 7(8-0), 8(8-0), 13(8-0), 14(12-8), 18(2-3-16), 28(0-2), Total (57-11), share 3/20, Measuring 8 Kanal 12.5 Marla; RECT.No.59, Kila No.22(6-9), 27(0-15), 26(0-14), Total (7-18), share 3/80, Measuring 0 Kanal 6 Marla, FIELD 9, Total Measuring 6 Kanal 18.5 Marla, Finally Mutated 8 Kanal 18 Marla
18/85/124	Hayatpur	5	5	26459	1984	RECT.No.31, Kila No.23(2-7-0); RECT.No.55, Kila No.4(12-3-10), Total (10-10), share 1/2, FIELD 2, Total Measuring 5 Kanal 5 Marla
		98	184.5			
	TOTAL	107K	4.6M			
	Or	13.403	ACRE			

ATTESTED TRUE COPY

N-tary Public Dabhi

For SHAW INSITUATION PVT. L

CONFIDENTIAL
ADHESIVE
NEPTUNE PV
SPECIAL
ADHESIVE

EFIAN'S SIGN
30 MAY 2008

ADDENDUM TO AGREEMENT DATED 06th MAY, 2008

THIS ADDENDUM to the Agreement dated 06th May, 2008 is made and executed at Gurgaon on this ____ day of ____, 2011:

BETWEEN

M/s. ORRIS INFRASTRUCTURE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at RZ-D-5, Mahavir Enclave, New Delhi-110045 through its Director Mr. Amit Gupta duly authorized vide a Board Resolution dated _____ and hereinafter referred to as "**ORRIS**" of the **ONE PART.**

AND

M/s. NEPTUNE LAND AND HOUSING PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at 1697, Chunna Mandi, Pahar Ganj, New Delhi- 110055 through its Director Mr. Vijay Gupta duly authorized vide a Board Resolution dated _____ and hereinafter referred to as the "**land owner**" of the **OTHER PART.**

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, legal representatives, administrator, nominees and assignees. The parties Orris and the land owner are hereinafter collectively referred to as "**Parties**" and individually as "**the Party**".

For NEPTUNE LAND AND HOUSING PRIVATE LIMITED

Authorized Signatory

For ORRIS INFRASTRUCTURE PVT. LTD.

Authorized Signatory

WHEREAS the Land Owner and Oris have entered into an Agreement dated 06th May, 2008 duly registered as document no. 3333, Dated 06/05/2008, Book No. 1, Vol. No. 9753 at Page No. 140, Addl. Book No. 1 Vol. No. 332, pages 52 to 53 with the Sub-Registrar, Gurgaon (herein after referred to as the said Agreement) for development of a Colony on land measuring 0.756 acres (approx.) and as detailed in the said Agreement situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land");

AND WHEREAS part of the said land total admeasuring 1 Kanal 18 Marla bearing Rect. No. 29, Killa No. 13(8-0), 18(8-0), Kita 2, total measuring 16 Kanal 0 Marla upto the extent of 121/1021 share which comes to 1 Kanal 18 in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) has been transferred by way of exchange (Tabadla) with similar other land total admeasuring 1 Kanal 18 Marla bearing Rect. No. 55 Kila No. 5(8-0); Rect. No. 56, Killa No. 10/2 (3-7), 1 (8-0), 2 (8-0), 9 (8-0), 10/1 (4-13), 12 (7-7); Rect. No. 30, Killa No. 21 (8-0), 22 (8-0); Rect. No. 31, Killa No. 25/2 (3-16), Total Kita 10, Total Measuring 67 Kanal 3 Marla, up to the extent of 5/175 share which comes to 1 Kanal 18 Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) by virtue of Transfer Deed (Tabadlanama), Dated 19th May, 2011 duly registered as document no. 1327, Book No. 1, Vol. No. 12,951 registered at Page No. 123, Addl. Book No. 1 Vol. No. 1,228 pages 43 to 44 with the Sub-Registrar, Gurgaon, and thus it has necessitated the parties to make necessary amendments in the said Agreement to that effect;

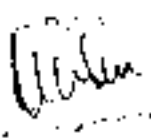
AND WHEREAS, both the parties hereto are desirous of executing an Addendum to the said Agreement dated 06th May, 2008 have agreed on the terms of this Addendum as hereinafter stated:

Neptune Land & Housing Pvt. Ltd.
Authorized Signatory

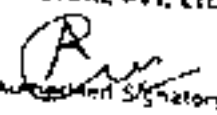
PAR DARS INFRASTRUCTURE PVT. LTD.
Authorized Signatory

NOW THIS ADDENDUM TO THE AGREEMENT WITNESSES AS FOLLOWS:

1. That land admeasuring 1 Kanal 18 Marla bearing Rect. No. 20, Killa No. 13(8-0), 16(8-0), Kita 2, total measuring 16 Kanal 0 Marla upto the extent of 1/11/1021 share which comes to 1 Kanal 18 in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) stands deleted/Omitted from the Schedule "A" of the said Agreements.
2. That total land admeasuring 1 Kanal 18 Marla bearing Rect. No. 55 Kila No. 5(8-0); Rect. No. 56, Killa No. 10/2 (3-7), 1 (8-0), 2 (8-0), 9 (8-0), 10/1 (4-13), 12 (7-7); Rect. No. 30, Killa No. 21 (8-0), 22 (8-0); Rect. No. 31, Killa No. 25/2 (3-16), Total Kita 10, Total Measuring 67 Kanal 3 Marla, up to the extent of 5/175 share which comes to 1 Kanal 18 Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) be added in the Schedule "A". The land is more fully described in new "Schedule-A" attached here with to this Addendum.
3. That the Schedule "A" attached to this Addendum will replace the Schedule "A" of the Agreement dated 06th May, 2008 and be read and considered as part and parcel of the said Agreements for all purposes.
4. That all other terms and conditions of the Agreement dated 06th May, 2008 shall remain the same and in force.
5. This Addendum shall form an integral part of the Agreement dated 06th May, 2008 executed between the parties and shall be



END ORIGIN INFRASTRUCTURE PVT. LTD


Authorized Signatory

concurrent and co-terminous with the Agreement dated 06th May,
2008

IN WITNESS WHEREOF the parties have executed this Addendum on
the day, month and year first above written in the presence of
witnesses:


SIGNED AND DELIVERED by the
Within named ORRIS

SIGNED AND DELIVERED by the
Within named LAND OWNER

WITNESSES:

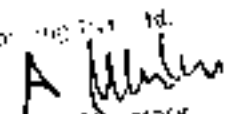
1.

For ORRIS INFRASTRUCTURE PVT. LTD.


Authorized Signatory

2.

Neptune Land & Housing Pvt. Ltd.


Authorized Signatory

		SCHEDULE-A		M/s NEPTUNE LAND & HOUSING - Addendum to Agreement, Dated 6th May 2008	
Sr. No.	Reg. No.	VILLAGE	TOTAL AREA	VASIKA MUTATION NO.	LAND DETAILS
			KANNA MARLA		
1	153/295	Hayatpur	4	24538	RECT.No.29, Kila No. 1(7-11), 2(4-3), 19(8-0), 20(8-0), 22(7-7), Total (35-1) Share 121/1021, FIELD 7, Total Measuring 4 Kanal 3 Marla
2	217/403	Hayatpur	1	1327	RECT.No.55, Kila No.5(8-0), RECT.No.56, Kila No.10(2(3-7), 1(8-0) 2(8-0) 3(8-0) 10(4-13), 12(7-7), Rect No. 30, Killa No. 21(8-0), 22(8-0), Rect No 31 Kila No 25(2(3-16), Total (67-3), Share 5/175, Measuring 1 Kanal 18 Marla FIELD 'G', Total Measuring 1 Kanal 18 Marla
			5	21	
		TOTAL	6	1	
			0.756	ACRE	

FOR ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
AUTHORISED SIGNATORY

[Signature]



रियाणा HARYANA

B 468126

GURGAON

AGREEMENT

This Agreement is made at on this 24 day of Oct., 2007.

BETWEEN

ORRIS INFRASTRUCTURE PVT. LTD. a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/260 Tunaletpur, New Delhi through its Director Amit Gupta herein after referred to as ORRIS of the ONE PART.

AND

Neptune Land & Housing Pvt. Ltd a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/260 Tunaletpur, New Delhi-59 through its Director VITAY Gupta duly

Neptune Land & Housing Pvt. Ltd.

For ORRIS INFRASTRUCTURE PVT. LTD.

Director

DIRECTOR

5/11/6

आमि उम्मादेवर्क पद म
23/11/08

JITENDER KUMAR
STAMP VENDOR
GURGAON

प्रलेख नः 3303

दिनांक 06/05/2008

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगाँवा	गांव/शहर बदा
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 2,700,000.00 रुपये	स्टाम्प ड्यूटी की राशि 100.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: H.D.Pathak, Adv.

यह प्रलेख आज दिनांक 06/05/2008 दिन मंगलवार समय बजे श्री/श्रीमती/कुमारी M/s. Orris Infra.
पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी C-3/260, Janakpuri, N.Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री M/s. Orris Infra. Pvt. Ltd. thru Amit Gupta(OTHER)

उप/संयुक्त पंजीयन अधिकारी
गुडगाँवा
गुडगाँव

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी thru:- Vijay Gupta दवेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दवेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी H.D.Pathak पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Delhi
व श्री/श्रीमती/कुमारी Deepak Pathak पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी M.R.Pathak निवासी 22/744, DDA Flats, Kalkaji, N.Delhi
साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 06/05/2008



उप/संयुक्त पंजीयन अधिकारी
गुडगाँवा
गुडगाँव

authorized vide a Board Resolution dated 3/09/07 and hereinafter referred to as the "land owner" of the **OTHER PART**.

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, administrator, nominees and assignees.

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land measuring about _____ hectares (i.e. about 20 acres) and more fully described in 'Schedule-A' written hereunder and hereinafter referred to as SAID LAND.

AND WHEREAS the land owner represents that as per the Master Plan of Gurgaon the said land falls in the residential zone.

AND WHEREAS even if the land owner wants to develop the said land in keeping with the master plan, however as the land owner has only 20 Acres of land ~~and the land owner~~ is not in a position to carry out the development of the said land as such ~~has been looking~~ for developer/collaborator to join hands with the land owner.

AND WHEREAS Orris has the expertise and resources in development of real estate and is doing projects either on its own or in collaboration with other reputed builders and is in the process of negotiation with various land owners for development of a colony in keeping with the provisions of the local laws.

AND WHEREAS after ascertaining the capability of Orris and also ascertaining that Orris is in talk with the other land owners of adjacent land for developing a Colony, the land owner herein has approach Orris with an offer to make the land of the land owner also a part of the proposed Colony.

NOW, THEREFORE, THIS INTERSE AGREEMENT WITNESSETH as under:-

Neptune Land & Housing Pvt. Ltd.


Director

FOR ORRIS INFRASTRUCTURE PVT. LTD


DIRECTOR

Reg. No.	Reg. Year	Book No.
3303	2008-2009	1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता

Amit Gupta

दावेदार

thru:- Vijay Gupta

गवाह 1:- H.D.Pathak

गवाह 2:- Deepak Pathak

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,303 आज दिनांक 06/05/2008 को बही नः 1 जिल्द नः 9,753 के पृष्ठ नः 140 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 832 के पृष्ठ सख्या 52 से 53 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 06/05/2008

संयुक्त पंजीयन अधिकारी
गडगाँव

क्रीडा नं० 3303 आते बही नं० 1
जिल्द 10587 2622 पर
पृष्ठ 875 75
दिनांक 6/5/08 रजिस्ट्रार
किया गया

सब रजिस्ट्रार
गडगाँव

1. The Land Owner hereby empower Orris to negotiate with various other land owners of adjacent area and consolidate the minimum required land for development of a Colony so as to include the land of the land owner herein.
2. That upon Orris consolidating the requisite amount of land for development of a Colony, the land owner hereby grants its irrevocable approval in favour of Orris to develop the said land as a part of the larger colony either on its own or through any other developer/collaborator and on terms and conditions as may be decided by Orris at its absolute discretion with full authority and power to market the development including plotted area, group housing area, commercial area and other facilities and amenities as is available to the said colony and derive all profits and benefits therefrom including power and authority to receive the entire sale consideration in the name of Orris or in the name of its nominee or assignee at the absolute discretion of Orris.
3. That in lieu of the land owner granting irrevocable power in favour of Orris for making the said land as a part of a larger colony and applying for and obtaining all necessary permissions and approvals and thereafter developing a colony either through its own or through any other person or persons and marketing the entire project and receiving the entire sale consideration in its name, Orris shall allot in favour of the land owner plotted area measuring 1600 sq. yds in the proposed colony to be developed on the said land along with the land of the adjacent land owners. However after receipt of the licence, at the option of the land owner, Orris shall pay to the land owner a lump sum amount of Rs. 27,00,000/- Acres instead of the plotted area and upon such payment, the entitlement of the land owner in the plotted area shall automatically stands vested in favour of Orris and the Land Owner shall get the Land transferred in the name of the Developer or its nominee in parts of full at circle rate and their amount will be adjusted in the lump sum payment stated above. The Land Owner shall apply to DTCP for the transfer of Licence in favour of the Colonizer / Developer or its nominee.

Neptune Land & Housing Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

4. That Orris will be empowered and authorized to consolidate the said land along with adjacent land of other land owners for development of a Colony with full authority to identify the Developers. Orris shall be solely responsible to carry all the work relating to the development of land and the Land Owners shall have no say in the same. The obligation of Orris shall be inter alia as under:

(a) At the time of signing of this agreement the ORRIS has paid the consideration amount of Rs. 5,00,000/- per acre as advance to the Land Owner which will be either adjusted in the Land Owner's lump sum amount as stated above or refunded when the Land Owner get its allocation.

(b) The advance has been paid in the following manner:-

(i) Cheque No 011719 ^{Amr} dated 24/10/07 amount 1,50,00,000/- drawn on UTI Bank Gurgaon

(c) to survey the land and prepare the necessary layout ~~plan~~ for the said land along with other land so consolidated by the Orris;

(d) to apply for change of land use of the said land and deposit all application money, licence fee and other charges as may be required either through its own sources or through any other developer/Collaborator at the absolute discretion of Orris.

(e) to prepare the blue print for development on the said land;

(f) to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land

Neptune Land & Housing Pvt. Ltd.


Director

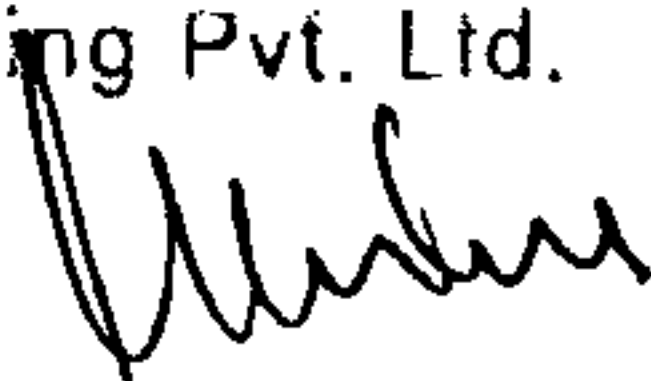
For ORRIS INFRASTRUCTURE PVT. LTD.



- (g) to identify a reputed Developer for development on the said land either through private negotiations or through advertisement and enter into necessary agreement with such developer.
- (h) To coordinate with the Developer during the course of the development and for that purpose to engage architect, engineer etc.
- (i) To engage and employ all work force as may be required in the said Project for securing the interest of the land owner.
- (j) To market the entire project including the plotted area, group housing area, commercial area and all other facilities and amenities as provided in the said colony and for that purpose to sign and execute all necessary documents, agreements including allotment letter, agreement to sell, plot buyers agreement, space buyers agreement, apartment buyers agreement, sale deed, gift deed, lease deed, licence deed or any other instrument or instructions as may be required from time to time for conveying interest in the said colony or part thereof in favour of the prospective buyer.
- (k) To receive the entire sale consideration, deposit, lease rent, refundable security deposit, from any such prospective buyer, tenant, occupant etc. in the said project.

5. That in order to facilitate Orris to achieve the object of this Agreement, the land owner have executed a power of attorney in favour of Shri Amith Gupta son of Mr. V. D. Gupta resident of C-3/260 Tonska-purwa and Shri _____ son of _____ resident of _____ nominees of Orris who shall have full authority and power to act jointly or severally as may be decided by the attorney from time to time and the said power of attorney shall not be revoked or

Neptune Land & Housing Pvt. Ltd.


Director

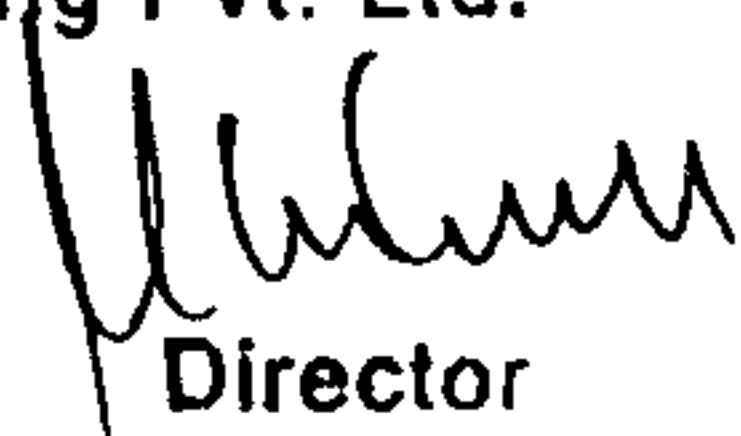
For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

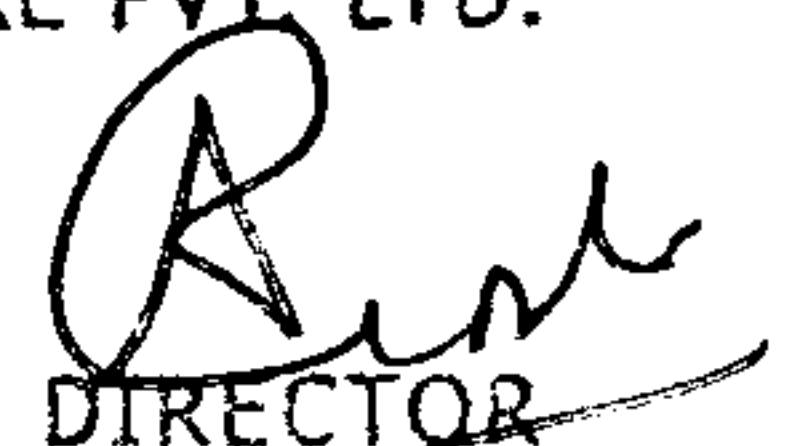
cancelled for any reason whatsoever except when so requested by Orris in writing and if so desired by Orris to revoke the aforementioned power of Attorney and execute fresh power of Attorney but only at the discretion of Orris. However, it is clearly agreed and understood between the parties that the execution of the power of attorney does not absolve the land owner of its responsibility to sign and execute various papers and documents, if so required by Orris.

6. That in the event Orris fails to obtain the licence and/or the land can not be developed as a colony, then in that event Orris shall have full authority and power to explore possibility of alternate development and in the event such alternate development does not permit residential plotted development, the land owner shall be entitled to receive the fixed lump sum amount as mentioned in clause 3 hereinabove.
7. That the present agreement is executed with the clear stipulations that the land of the land owner is free from all encumbrances, charges, liens, and there is no defect in the title of the land owner. However, in the event ~~there~~ is any claim or claims by any third party and/or there is any litigation effecting the title of the land owner, it shall be the sole responsibility of the land owner to rectify the defect and make out a good and marketable title without causing any prejudice or loss to Orris and/or to other land owners and the land owner do hereby keep Orris indemnified on the aforementioned account.
8. It is clearly understood between the parties that after signing this agreement the Land Owner have no right to interfere in any manner to the Developer in concern of the development or disposal of the Said Land except getting its share.
9. In special case the Land Owner have right to cancel this agreement with mutual consent of the Developer before obtaining licence, in such case the Land Owner will refund the double amount.

Neptune Land & Housing Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

10. That the land owner shall provide all necessary assistance and cooperation to Orris and furnish all necessary information and documents and/or clarifications as may be sought for by any authority or authorities while examining the title of the land owner for grant of LOI and also subsequent thereto till the completion of the entire project.
11. That all original document in respect of the said property are presently lying with the land owner who shall make the same available to Orris at the time of making application for grant of the necessary licence and upon grant of the letter of intent Orris shall be entitled to hold the said document with full authority to create any charge or encumbrances on the said land and also with authority to deposit the title deeds with any Banks/Financial institutions with intention to create mortgage. In the event any document/agreement is required to be signed by the land owner, the land owner shall sign and execute all such documents in favour of Banks/Institutions for facilitating the mortgage. However such charge shall not prejudice the receivable of the land owner under this agreement.
12. That all dues in respect of the land including any land revenue or taxes payable in respect of the said land upto this date shall be the sole liability of the land owner. However, all the EDC, IDC and any other charges payable to any authority or authorities for developing the said land as a colony shall be the sole liability of Orris.
13. That in case of any dispute or difference arising between the partners touching the interpretation of the terms of this deed or any matter whatsoever the same shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or replacement thereof.

Neptune Land & Housing Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

SCHEDULE-A

Attached -

IN WITNESS WHEREOF the parties hereto have signed this Interse Agreement on the day, month and year first above written.

SIGNED AND DELIVERED by the For ORRIS INFRASTRUCTURE PVT. LTD.
within named ORRIS


DIRECTOR


*Drafted by
H.D. Pathak
Adv.*

SIGNED AND DELIVERED by the Neptune Land & Housing Pvt. Ltd.
within named LAND OWNER


Director

WITNESSES:

1.



H.D. PATHAK Sh. S.D. Pathak.
Shyam Nagar
PALLOD-12/102

2.


K. R. Chaudhary

(K. R. CHAUDHARY) S/O A. M. CHAUDHARY
A-249 (1st Floor)
BLOSSOM - I (Mayfield Garden)
GURGAON.

(3)


Deepak Chaturburti
Sh. M. R. Chaturburti
22/744 DDA Flat
Kalkaji Delhi

S. NO.	Sr.Reg. NO.	VILLAGE	SHEDULE-A		NEPTUNE LAND & HOUSING		LAND DETAILS	
			TOTAL AREA	KANNAI MARLA	VASIKAI MUTATION NO.	NO.		
1	30/108	Badha	12	0	25140	2118	RECT.No.18, Kila no.21,(8-0),22(8-0),Total(16-0), Share 56/640, Measuring 1 Kanal 8 Marla; RECT.No.19, Kila No.18(8-0),23/1 Min(2-14),25(8-0), Total (18-14), Share 34/375, Measuring 1 Kanal 14 Marla;RECT.No.19, Kila No.16/2 Min(3-1), 17 Min(6-12), total (9-13), Share 19/215, Measuring 0 Kanal 17 Marla;RECT.No.36, Kila No.26(2-1), Share 51/1240, Measuring 0 Kanal 2 Marla;RECT.No.23, Kila No.1/2(1-10),Share 75/1815, Measuring 0 Kanal 1 Marla; RECT.36, kila No.5/2(5-12),6/1(7-12),14/2(2-14),15(8-0),16(6-16),17/1(4-14); RECT. No.37, Kila No.11(8-0),20(8-0),Total (51-8), Share 43/1028, Measuring 2 Kanal 3 Marla; RECT.No.36, Kila No.3(8-0),7/2(5-18),8(8-0),13(8-0),14/1/1(3-6); RECT.No.37, Kila No.1(8-0),2/2(7-11), Total (48-15), Share 41/975, Measuring 2 Kanal 1 Marla; RECT. No.18, kila No.11/1 Min(0-7),RECT.No.25,Kila No.14/2(6-17), Total (7-4), Share 1/24, Measuring 0 Kanal 6 Marla; RECT. No.22, Kila No.15/1/1(2-9), RECT. No.25, Kila No.11/1(5-6); RECT.No.37, Kila No.18(8-0), 23(8-0), Total (23-15), Share 1/24, Measuring 1 Kanal 0 Marla ; RECT. No.16, Kila No.10/1/2(0-15), Share 1/16, Measuring 0 Kanal 1 Marla, RECT.No.22, Kila No.6/2(3-16), share 1/16, Measuring 0 Kanal 5 Marla; RECT. No.18, Kila No.1/3(6-18), 10 Min(7-18); RECT.No.23, Kila No.11/1/1(3-1); RECT.No.37, Kila No.13(8-0), Total (25-17), Share 14/173, Measuring 2 Kanal 2 Marla; FIELD 36, Total Measuring 12 Kanal 0 Marla	
2	31/112	Badha	2	16.5	25141	2047	RECT. No.4, Kila No.11/2(3-17),12/2(4-0),13(7-11),20/2(0-8),20/3(3-19), total (19-15) Share 30/395, Measuring 1 Kanal 10 Marla; RECT. No.8, Kila No.21/2(5-12), Share 2/9, Measuring 1-Kanal 5 Marla; RECT.No.8, Kila No.27(4-0), share 1/48, Measuring 0 Kanal 1.5 Marla, FIELD 7, Total Measuring 2 Kanal 16.5 Marla RECT. No.26, Kila No.17(8-0), Share 110/160, FIELD 1, Total Measuring 5 Kanal 10 Marla	
3	33/122	Badha	5	10	26354	2222	RECT.No.11, Kila No.21/2/2(0-4),22/2(1-4); RECT. No.14, Kila No.9/1(2-0) 9/2(6-0),2(8-0), Total (17-8), Share 1/6, FIELD 5, Total Measuring 2 Kanal 18 Marla	
4	34/123	Badha	2	18	26355	2012	RECT.No.27, Kila No.20(8-0), RECT.No.26, Kila No.16(8-0); RECT. No.26, Kila No.25(8-0), Total (24-0), Salam, FIELD 3, Total Measuring 24 Kanal 0 Marla	
5	35/125	Badha	24	0	26356	2013	RECT.No.9, Kila No.3/2(2-4), 8/1(4-4), Total(6-8), Salam, FIELD 2, Total Measuring 6 Kanal 8 Marla	
6	38/126	Badha	6	8	26960	2046	RECT.No.9, Kila No.3/2(2-4), 8/1(4-4), Total(6-8), Salam, FIELD 2, Total Measuring 6 Kanal 8 Marla	

For OMGS INFRASTRUCTURE PVT. LTD.

Neptune Land & Housing Pvt. Ltd.

Director

[Signature]
DIRECTOR


→ Sold to S.S

→ Sold

→ Sold

7	39/129	Badha	7	3	26965	2117	RECT.No.18, Kila No.21(8-0),22(8-0),Total(16-0), Share 26/640, Measuring 0 Kanal 13 Marla ; RECT.No.19, Kila No.18(8-0),23/1(2-14),25(8-0),Total (18-14), Share 25/375, Measuring 1 Kanal 5 Marla ; RECT.No.19, Kila No.16/2 Min(3-1),17 Min(6-12), Total (9-13), Share 13/215, measuring 0 kanal 12 Marla ; 241/1/2(0-2), share 2/121, Measuring 0 Kanal 0 Marla ; RECT.No.36, Kila No.26(2-1), share 306/1240, Measuring 0 kanal 10 Marla ; RECT.No.23, Kila No.1/2(1-10), Share 448/1815, measuring 0 Kanal 7 Marla ; RECT.No.37, Kila No.10(8-0), share 281/4840, Measuring 0 Kanal 9 Marla ; RECT.no.23, Kila No.2/1(4-13), Share 163/2813, Measuring 0 kanal 5 Marla ; RECT.No.3, Kila No.18(8-0), share 2/320, Measuring 0 Kanal 1 Marla ;
8	69/105	Badha	0	12.5	6989	2110	RECT. No.3, Kila No.13(9-11),14(4-16),16/2(0-12),17(8-0),23(8-0),24(8-0),25/1/1(0-8), total (39-5), share 7/785, Measuring 0 Kanal 7 Marla ; RECT.No.8, Kila No.2/1/2(4-4),2/2(3-12),3(8-0),Total (15-16), share 4/316, Measuring 0 Kanal 4 Marla ; RECT.No.36, Kila No.5/2(5-12),6/1(7-12),14/2/2(2-14),15(8-0),16(6-16),17/1(4-14); RECT.No.37, Kila No.11(8-0),20(8-0), Total (51-8), share 16/1028, Measuring 0 Kanal 16 Marla ; RECT.36, Kila No.3(8-0),7/2(5-18),8(8-0),13(8-0),14/1/1(3-6); RECT.No.37, Kila No.1(8-0),2/2(7-11), Total (48-15), share 34/975, Measuring 1 Kanal 14 Marla , FIELD 38, Total Measuring 7 kanal 3 marla ; RECT.No.8, Kila No.21/2(5-12) Share 1/9, Measuring 0 Kanal 12 Marla ; RECT.No.8, Kila No.27(4-0), share 1/96, Measuring 0 Kanal 1 Marla , FIELD 2 , Total measuring 0 Kanal 13 Marla
9	76/109	Hayatpur	3	0	25264	2019	RECT.No.55, Kila No.10/2(0-16); RECT.No.69, Kila No.11/1(5-12), 20/2(2-0); RECT.No.58, Kila No.5/2(4-0), 15/3(2-4),16/1(2-7); RECT. No.11/1(4-13),21/1(6-8), Total (28-0), Share 1/10, Measuring 2 Kanal 16 Marla ; RECT.No.58, Kila No.6(7-13), 26(0-7), total (8-0), Share 1/40, Measuring 0 kanal 4 marla ; FIELD 10, total Measuring 3 Kanal 0 Marla , Finally Mutated 2 Kanal 16 Marla
10	77/110	Hayatpur	3	0	25265	2018	RECT.No.55, Kila No.10/2(0-16); RECT.No.69, Kila No.11/1(5-12), 20/2(2-0); RECT.No.58, Kila No.5/2(4-0), 15/3(2-4),16/1(2-7); RECT. No.60, Kila No.11/1(4-13),21/1(6-8), Total (28-0), Share 1/10, Measuring 2 Kanal 16 Marla ; RECT.No.58, Kila No.6(7-13), 26(0-7), total (8-0), Share 1/40, Measuring 0 kanal 4 marla ; FIELD 10, total Measuring 3 Kanal 0 Marla , Finally Mutated 2 Kanal 16 Marla

Neptune Land & Housing Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

11	78/111	Hayatpur	8	18.5	25262	1761	RECT.No.29, Kila No.24(7-7), 25/1(2-11); RECT.No.58, Kila No.3/1(1-16), 8/3(4-18), 13/1(2-13); RECT.no.59, Kila No.4(8-0), 7(8-0), 8(8-0), 14/1(2-8), 18/2(3-16), 28(0-2), Total (57-11), share 3/20, Measuring 8 Kanal 12.5 Marla; RECT.no.59, Kila No.22(6-9), 27(0-15) 26(0-14), Total (7-18), share 3/80, Measuring 0 Kanal 6 marla, FIELD 15, Total Measuring 8 Kanal 18.5 marla, Finally Mutated 8 Kanal 18 Marla
12	80/114	Hayatpur	6	18	25472	2020	RECT.No.58, Kila No.13/2(1-3), 14/2(2(6-13), 15/1 Min(1-15), 16/3(1-4), RECT.No.60, Kila No.20/3(4-10); RECT.No.69, Kila No.1(8-0), 2/1(2-8), total (25-13), share 1/4, Measuring 6 kanal 8 Marla; RECT.No.58, Kila No.6(7-13), 26(0-7), total (8-0), Share 1/16, Measuring 0 Kanal 10 Marla; FIELD 9, Total Measuring 6 Kanal 18 marla, Finally Mutated 6 Kanal 16 Marla
13	81/116	Hayatpur	6	18	25480	2021	RECT.No.58, Kila No.13/2(1-3), 14/2(2(6-13), 15/1 Min(1-15), 16/3(1-4), RECT.No.60, Kila No.20/3(4-10); RECT.No.69, Kila No.1(8-0), 2/1(2-8), total (25-13), share 1/4, Measuring 6 kanal 8 Marla; RECT.No.58, Kila No.6(7-13), 26(0-7), total (8-0), Share 1/16, Measuring 0 Kanal 10 Marla; FIELD 9, Total Measuring 6 Kanal 18 marla, Finally Mutated 6 Kanal 16 Marla
14	82/119	Hayatpur	5	18	25656	1770	RECT.No.14, Kila no.24/2(4-16); RECT.No.32, Kila No.4(8-0), 7(8-0), 14/1(2-8), Total (23-14), Share 239/960, FIELD 4, Total Measuring 5 Kanal 18 Marla
15	83/106	Hayatpur	6	3	25926	1756	RECT.No.14, Kila No.6/2(2-13), 14(8-0), 15(8-0), 17(8-0), 18/1(6-4), 25(8-0), Total (40-17), Share 9/60, FIELD 6, total Measuring 6 Kanal 3 Marla
16	84/115	Hayatpur	8	18.5	26466	1759	RECT.No.29, Kila No.24(7-7), 25/1(2-11); RECT.No.58, Kila No.3/1(1-16), 8/3(4-18), 13/1(2-13); RECT.no.59, Kila No.4(8-0), 7(8-0), 8(8-0), 14/1(2-8), 18/2(3-16), 28(0-2), Total (57-11), share 3/20, Measuring 8 Kanal 12.5 Marla; RECT.no.59, Kila No.22(6-9), 27(0-15), 26(0-14), Total (7-18), share 3/80, Measuring 0 Kanal 6 Marla, FIELD 9, Total Measuring 8 Kanal 18.5 Marla, Finally Mutated 8 Kanal 18 Marla
17	85/124	Hayatpur	5	5	26469	1984	RECT.No.31, Kila No.23/2(7-0); RECT.No.55, Kila No.4/1/2(3-10), Total (10-10), share 1/2; FIELD 2, Total Measuring 5 Kanal 5 Marla
18	86/118	Hayatpur	14	11	26102	1919	RECT.No.4, Kila No.21/2(2-3); RECT.No.7, Kila No.1/1(6-4), 10/2(6-4), Total (14-11), Salam, FIELD 3, Total Measuring 14 Kanal 11 Marla
19	87/120	Hayatpur	15	11	26101	1920	RECT.No.7, Kila No.11/1(7-11), 12(8-0), Total (15-11), Salam, FIELD 2, total Measuring 15 Kanal 11 Marla
20	88/121	Hayatpur	12	0	26103	1929	RECT.No.7, Kila No.19/1(4-0), 20(8-0), Total (12-0), Salam, FIELD 2, Total Measuring 12 Kanal 0 Marla
			149	189			
		TOTAL	164	10			
			20.5	ACRE			

For ORRIS INFRASTRUCTURE PVT. LTD.

 DIRECTOR

Development and Housing Dept. Ltd.

Director.

→ sold to SS.
→ sold to SS.
→ sold to SS.

भारतीय गैर न्यायिक

₹. 50

FIFTY
RUPEES
₹. 50

INDIA NON JUDICIAL

A 314111

HARYANA

AGREEMENT

This Agreement is made at Gurgaon on this 6th day of May, 2008:

BETWEEN

M/s Orris Infrastructure Private Limited, a Private Limited Company incorporated under the Companies Act, 1956 and having its registered office at GF-16, Arunachal Building, Barakhamba Road, New Delhi - 110 001 through its Director Mr. Amit [Signature] duly authorized vide a Board Resolution dated 1st April, 2008, hereinafter referred to as "ORRIS" of the **ONE PART:**

AND

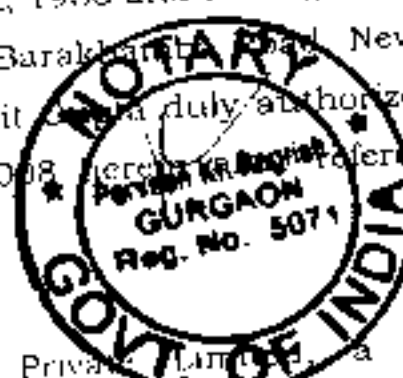
M/s. Neptune Land & Housing Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/260, Janakpuri, New Delhi through its Director Mr. Vijay Gupta duly authorized vide a Board Resolution dated 30th April, 2008 and hereinafter referred to as the "land owner" of the **OTHER PART.**

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

Neptune Land & Housing Pvt. Ltd.

[Signature]
Director



600
50+220

MTS Delhi's Sub Subs for 1st Lm

DP

प्रलेख नं: 3333

SATISH KUMAR
SALES & PURCHASER VENDOR
 N. दिल्ली, 06/05/2008
- 6 MAY 2008

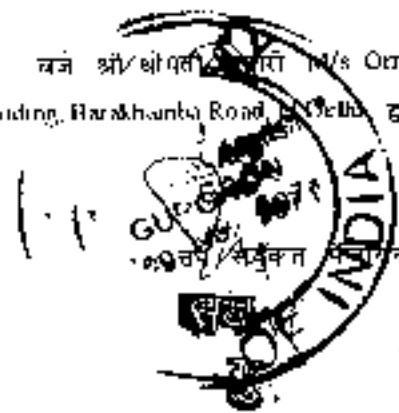
डीडी संबंधी विवरण	
डीडी का नाम AGREEMENT	
तहसील/मन्च तहसील गुडगाँवा	गाँव/शहर हयातपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 500,000.00 रुपये	स्टाम्प ड्यूटी की राशि 100.00 रुपये
नगरपालिका फीज की राशि 1,000.00 रुपये	रेस्टिंग शुल्क 2.00 रुपये

Dated By: H.D. Pathak, Adv.

यह प्रलेख आज दिनांक 06/05/2008 दिन मंगलवार समय जने श्री/श्रीमती/कुमारी M/s Otris India.
 पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी G-16, Arunachal Bouding, Barakhamba Road, Delhi द्वारा पंजीकरण हेतु
 प्रस्तुत किया गया।

हस्ताक्षर प्रमाणित

श्री M/s Otris India Pvt. Ltd. (Other Gupta) OTHER



उप/संबंधित पंजीयन अधिकारी

उपरोक्त प्रमाणित श्री/श्रीमती/कुमारी M/s Otris India Pvt. Ltd. (Other Gupta) रहस्यवादी है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर
 तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार ने गैर समझौते गणना
 को अदा की तथा प्रलेख में निर्दिष्ट अग्रिम अंदा की गई राशि के लेन देन को स्वीकार किया।
 दोनों पक्षों की सहचरण श्री/श्रीमती/कुमारी H.D. Pathak पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv Delhi
 व श्री/श्रीमती/कुमारी Deepak Chakrabarty पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी M.R. Chakrabarty निवासी 22/744, DDA Flats,
 Convent, New Delhi हमें न्यायदाता/अधिकृत के रूप में जानते हैं तथा वह साक्षी नं:2 को पंजीकृत करता है।

दिनांक 06/05/2008

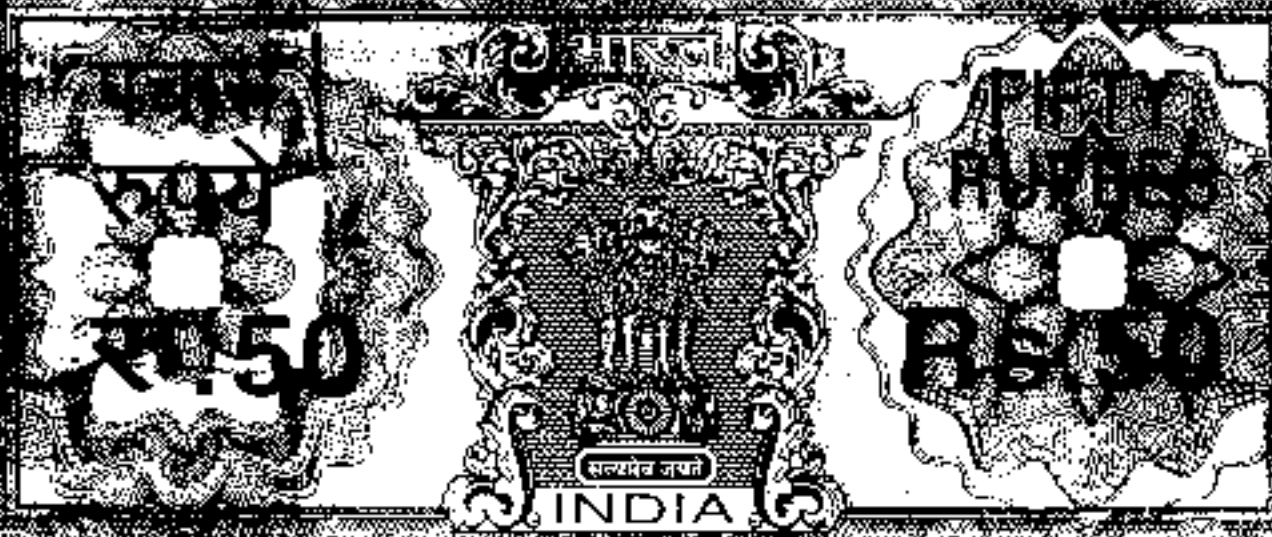


उप/संबंधित पंजीयन अधिकारी

गुडगाँवा

06/05/2008

भारतीय गैर न्यायिक

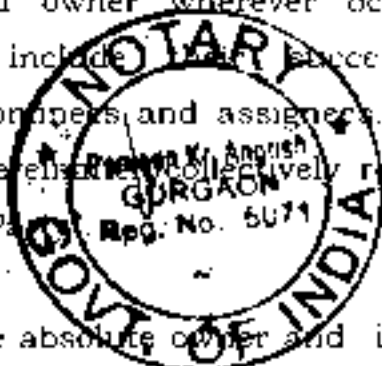


INDIA NON JUDICIAL

ह. पण HARYANA

A 314112

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, legal representatives, administrator, nominees and assignees. The parties Orris and the land owner are hereby collectively referred to as "Parties" and individually as "the Parties".



WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land measuring about 0.756 acres (approx.) situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) and more fully described in 'Schedule-A' written hereunder and hereinafter referred to as SAID LAND.

AND WHEREAS the land owner represents that as per the Final Development Plan-2021, part of the said land falls in the residential zone and part of the land falls in the commercial zone.

For ORRIS INFRASTRUCTURE PVT. LTD.

Director

Neptune Land & Housing Pvt. Ltd.

Director

660
2

Reg. No. 3333 Reg. Year 2008-2009

Book No. 4

SAT. SH. KUMAR
STAMP VENDOR
New Court, Gurgaon



पेशकर्ता



दावेदार



गवर्हि

स. नं. 1
Smt. Gupta

स. नं. 2
Smt. Veeraj Gupta

स. नं. 3
Smt. Pathak

प्रमाणित किया जात है कि यह प्रमाण-पत्र क्र. 3333 दिनांक 06/05/2008 को बही नं. 1 जिल्द नं. 9753 के पृष्ठ नं. 1411 पर पंजीकृत किया गया है। इस प्रमाण-पत्र की प्रतिलिपि पृष्ठ नं. 832 के पृष्ठ संख्या 52 से 53 पर चिपकाई गयी है। यह प्रमाणित किया जाता है कि इस प्रमाण-पत्र के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा धरे, सही किया है।



दिनांक 06/05/2008

उप/सर्वोच्च न्यायालय अधिकारी
गुर्गाँव

संकाय नं. 3333 की बही नं. 1
जिल्द नं. 9753 के पृष्ठ नं. 1411 पर
पंजीकृत किया गया है।
दिनांक 06/05/2008 को
सही किया गया।

स. नं. 4
Smt. Pathak



AND WHEREAS Orris has the expertise and resources in development of real estate and is doing projects either on its own or in collaboration with other reputed builders and is in the process of negotiation with various land owners for development of Commercial/Residential project in keeping with the provisions of the local laws.

AND WHEREAS after ascertaining the capability of Orris and also ascertaining that Orris is in talk with the other land owners of adjacent land for developing a Commercial/Residential project, the land owner herein has approach Orris with an offer to make the land of the land owner also a part of the proposed Commercial/Residential project.


NOW, THEREFORE, THIS INTERSE AGREEMENT WITNESSETH AS UNDER:-

1. The Land Owner hereby empowers Orris to negotiate with various other land owners of adjacent area and consolidate the minimum required land for development of a Commercial/Residential project so as to include the land of the land owner herein.
2. That Orris upon consolidating the required amount of land for development of a Commercial/residential project, is fully authorized to collaborate further with any other reputed developer for development of the said land in the Commercial, Group Housing, Plotted colony etc, as the case may be and take the Security Deposit in its own name or any other name as Orris may deem fit and proper from the Developer or any other

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Neptune Land & Housing Pvt. Ltd.


DIRECTOR

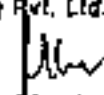
party on behalf of the Land Owner with respect to the development of the project, in the event of Orris entering into any further Collaboration Agreement with any other Developer on the basis of the present Agreement with respect to part or whole of the said Land.

3. That in lieu of the land owner granting irrevocable power in favour of Orris for making the said land as a part of a larger Commercial/Residential project and applying for and obtaining all necessary permissions and approvals and thereafter developing a Commercial/Residential project either through its own or through any other person or persons and marketing the entire project and receiving the entire sale consideration in its name, Orris shall allot in favour of the land owner plotted area measuring 1000 sq. yds per acre or more of the built up area, as the case may be, towards their share on the same land or any other Land and/or in any of the upcoming projects of Orris in Gurgaon. However after receipt of the allotment and the entitlement of the land owner in the plotted area, the Land Owner shall get the Land transferred in the name of Orris or its nominee in parts or full at circle rate. The actual and formal allotment shall however, be done subject to payment by the Land Owner to Orris a sum equivalent to the proportionate amount of the security Deposit paid by Orris to Land Owner under this Agreement and the amount of sale consideration paid by Orris to the Land Owner at the time of execution and registration of the respective Sale Deed(s) of the said Land. All expenses related to Sale Deed etc shall be borne and paid by Orris or its nominee. The Land Owner shall apply to DTCP for

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Neptune Land & Housing Pvt. Ltd.


Director

the transfer of Licence in favour of Orris/Colonizer/Developer or its nominee.

4. That Orris will be empowered and authorized to consolidate the said land along with adjacent land of other land owners for development of a Commercial/Residential project with full authority to identify the Developers. Orris shall be solely responsible to carry all the work relating to the development of land and the Land Owners shall have no say in the same. The obligation of Orris shall be inter alia as under:

- a) At time of signing of this agreement the ORRIS shall pay to the Land Owner refundable security at the rate of Rs. 5,00,000/- (Rupees Five lacs only) per acre as interest free security deposit, being part consideration, for execution of this Agreement and handing over of physical possession of the said Land, as advance to the Land Owner which will be refunded when the Land Owner get its allocation

- b) Orris accordingly has therefore paid a total sum of Rs. 3,75,00,00/- to the Land Owner as refundable security, on the date of Collaboration Agreement in the following manner:

Cheque No. 027030 dated 25.02.2020 for a sum of Rs. 3,75,00,00/- drawn on Axis Bank Limited

- c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Orris;

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Neptune Land & Housing Pvt. Ltd.


Director



- d) to apply for change of land use of the said land and deposit all application money, licence fee and other charges as may be required either through its own sources or through any other developer/Collaborator at the absolute discretion of Orrts.
- e) to prepare the blue print for development on the said land;
- f) to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land;
- g) to identify a reputed Developer for development on the said land either through private negotiations or through advertisement and enter into necessary agreement with such developer;
- h) to coordinate with the Developer during the course of the development and for that purpose to engage architect, engineer etc.;
- i) to engage and employ all work forces as may be required in the said Project for securing the interest of the land owner;
- j) to market the entire project including the plotted area, group housing area, commercial area and all other facilities and amenities as provided in the said Commercial/Residential project and for that purpose to sign and execute all necessary documents, agreements including allotment letter, agreement to sell, plot buyers agreement, space buyers agreement, apartment buyers agreement, sale deed, gift deed, lease deed, licence deed or any other instrument or instructions as may be

For ORRIS INFRASTRUCTURE PVT. LTD.

GREGORY P. LIPKIN
 Director

Neptune Land & Housing Pvt. Ltd.

Director

required from time to time for conveying interest in the said Commercial/Residential project or part thereof in favour of the prospective buyer;

l) to receive the entire sale consideration, deposit, lease rent, refundable security deposit, from any such prospective buyer, tenant, occupant etc. in the said project.

5. That in order to facilitate Orris to achieve the object of this Agreement, the land owner have executed a power of attorney in favour of Shri Amit Gupta son of Mr. Vijay Gupta resident of C-3/260, Janakpuri, New Delhi nominees of Orris who shall have full authority and power to act jointly or severally as may be decided by the attorney from time to time and the said power of attorney shall not be revoked or cancelled for any reason whatsoever except when so requested by Orris in writing and if so desired by Orris to revoke the aforementioned power of Attorney and execute fresh power of Attorney but only at the discretion of Orris. However, it is clearly agreed and understood between the parties that the execution of the power of attorney does not absolve the land owner of the responsibility to sign and execute various papers and documents as required by Orris.

6. That in the event Orris fails to obtain the licence and/of the land cannot be developed as a Commercial/Residential project, then in that event Orris shall have full authority and power to explore possibility of alternate development and in the event such alternate development does not permit residential plotted development, the land owner shall be entitled to receive lump sum amount as per mutual agreement.

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Neptune Land & Housing Pvt. Ltd.


Director

7. That the present agreement is executed with the clear stipulations that the land of the land owner is free from all encumbrances, charges, liens, and there is no defect in the title of the land owner. However, in the event there is any claim or claims by any third party and/or there is any litigation affecting the title of the land owner, it shall be the sole responsibility of the land owner to rectify the defect and make out a good and marketable title without causing any prejudice or loss to Orris and/or to other land owners and the land owner do hereby keep Orris indemnified on the aforementioned account.
8. It is clearly understood between the parties that after signing this agreement the Land Owner have no right to interfere in any manner to Orris or the Developer in concern of the development or disposal of the said Land except getting its share.
9. That the land owner shall provide all necessary assistance and cooperation to Orris and furnish all necessary information and documents and/or clarifications as may be sought for by any authority or authorities while examining the title of the land owner for grant of LOI and also subsequent to it till the completion of the entire project.
10. That all original document in respect of the said property are presently lying with the land owner who shall make the same available to Orris at the time of making application for grant of the necessary licence and upon grant of the letter of intent Orris shall be entitled to hold the said document with full authority to create any charge or encumbrances on the said land and also

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Neptune Land & Housing Pvt. Ltd.


DIRECTOR

with authority to deposit the title deeds with any Banks/Financial institutions with intention to create mortgage. In the event any document/agreement is required to be signed by the land owner, the land owner shall sign and execute all such documents in favour of Banks/Institutions for facilitating the mortgage. However such charge shall not prejudice the receivable of the land owner under this agreement.

11. That all dues in respect of the land including any land revenue or taxes payable in respect of the said land up to this date shall be the sole liability of the land owner. However, all the EDC, IDC and any other charges payable to any authority or authorities for developing the said land as a Commercial/Residential project shall be the sole liability of Orris.
12. That in case of any dispute or difference arising between the partners touching the interpretation of the terms of this deed or any matter whatsoever the same shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or replacement thereof.
13. That in case of any dispute or difference arising between the parties touching the interpretation of the terms of this Agreement or any matter whatsoever the same shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended up-to-date.

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Nepthune Land & Housing Pvt. Ltd.

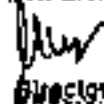

Director

IN WITNESS WHEREOF the parties hereto have signed this **Interse Agreement** on the day, month and year first above written.
For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

SIGNED AND DELIVERED by the
within named ORRIS

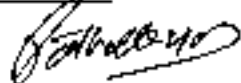
Neptune Land & Housing Pvt. Ltd.


Director


SIGNED AND DELIVERED by the
within named LAND OWNER

WITNESSES:

1.


H.D. PATHAK S/o S.L. S.D. Pathak
Shyam Nagar - PALWAL - 121102.

2.


Deepak Chaturvedi
Shash. m R. Chaturvedi
24/744 DDA Flat Kalkaji
Delhi



ATTESTED TO BE TRUE COPY

PARVEEN KUMAR ANGRISH
ADVOCATE & NOTARY
GTT. GURGAON (Haryana) India

		SCHEDULE-A		NEPTUNE LAND & HOUSING	
Sr. Reg. NO.	VILLAGE	TOTAL AREA	VASIKA MUTATION NO.	LAND DETAILS	
21163/298	Hayatpur	6	1 24538	2282	RECT No. 29, Kila No 1(7-11), 2(1(4-3), 13(8-0), 18(8-0), 20(8-0), 22(7-7), Total (51-1), Share 121/1021, FIELD 7, Total Measuring 6 Kanal 1 Marla
		6	1		
	TOTAL	6	1		
		0.755	ACRE		

Neptune Land & Housing Pvt. Ltd.

[Signature]
Director

For ORBUS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR



Neptune Land & Housing Pvt. Ltd.

J-10/1, DLF City, Phase-II, M.G. Road, Gurgaon- 122002, Tel.:(95-124) 2353291-2

EXTRACT FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF NEPTUNE LAND & HOUSING PRIVATE LIMITED HELD ON WEDNESDAY THE 30th APRIL, 2008 AT THE REGISTERED OFFICE OF THE COMPANY AT C-3/260, JANAKPURI, NEW DELHI-110058 AT 3:00 PM.

Chairman placed before the Board the proposal to enter into collaboration with M/s Orris Infrastructure Private Limited for development of the Company's land situated at Village Hayatpur, Dist. and Tehsil Gurgaon (Haryana). After discussions the following resolution was passed:

"RESOLVED THAT the Company may enter into Collaboration with M/s Orris Infrastructure Private Limited for development of the Company's land situated at Village Hayatpur, Dist. and Tehsil Gurgaon (Haryana).

RESOLVED FURTHER THAT Mr. Vijay Gupta, Director of the company be and is hereby authorised to carry out negotiate, finalise, enter, sign, execute the Collaboration Agreement on behalf of the Company. Mr. Vijay Gupta is further authorised to sign and execute all such other necessary documents as required to give effect thereto."

Date:
Place: New Delhi



CERTIFIED TRUE COPY

For and on behalf of Board of Directors


Director

Orris Infrastructure Pvt. Ltd.

J-10/1, DLF City, Phase-II, M.G. Road, Gurgaon- 122002, Tel.:(95-124) 2353291-2

EXTRACT FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF ORRIS INFRASTRUCTURE PRIVATE LIMITED HELD ON TUESDAY THE 1st APRIL, 2008 AT THE REGISTERED OFFICE OF THE COMPANY AT GF-16, ARUNACHAL BUILDING, BARAKHAMBHA ROAD, NEW DELHI AT 2:30 PM.

Chairman placed before the Board the proposal to enter into collaboration with the Land Owners for development of their land situated at Village Hayatpur and Badha, Dist. and Tehsil Gurgaon (Haryana). After discussions the following resolution was passed:

"RESOLVED THAT the Company may enter into Collaboration with with the Land Owners for development of their land situated at Village Hayatpur and Badha, Dist. and Tehsil Gurgaon (Haryana).

RESOLVED FURTHER THAT Mr. Amit Gupta, Director of the company be and is hereby authorised to carry out negotiate, finalise, enter, sign, execute the Collaboration Agreement on behalf of the Company. Mr. Amit Gupta is further authorised to sign and execute all such other necessary documents as required to give effect thereto."

CERTIFIED TRUE COPY

For and on behalf of Board of Directors

Date:

Place: New Delhi



Director

24067

87

COLLABORATION AGREEMENT

This Agreement is made at Gurgaon on this 5 day of April 2011.



BETWEEN

M/s. ORRIS INFRASTRUCTURE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its office at J - 10/S, DLF Phase II, M. G. Road, Gurgaon through its Authorized Signatory, Mr. Amit Gupta, duly authorized vide a Board Resolution dated 21/09/07 and herein after referred to as ORRIS of the **ONE PART.**

AND

M/s. NEPTUNE LAND AND HOUSING PRIVATE LIMITED, a company incorporated under The Companies Act, 1956, having its registered office at 1697, Chhuna Mandi, Pahar Ganj, New Delhi - 110055 through its Authorized Signatory Sh. Vijay Gupta, duly authorized vide a Board Resolution dated 15/04/2011 and hereinafter referred to as the "land owner" of the **OTHER PART.**

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, administrator, nominees and assignees.

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land measuring bearing Khewat/ Khata No. 266/247 Mustil No. 15, Killa No. 11/2/3 (0-7), 12/2/2 (0-16), 19 (8-0) Kita 3 land measuring 9 Kanal 3 Marla up to the extent of 7/183 share which comes to the total area of 0 Kanal 7 Marla vide jamabandi year 2002-2003 situated in the revenue estate of Badha, Tehsil - Manesar, District - Gurgaon, Haryana, Khewat/ Khata No. 349/299, Mustil No. 14, Killa No. 24/2min. (0-1), Mustil No. 32, Killa No. 4min. (4-5), 7 (8-0), 14/1 (2-18), Kita 4 land measuring 15

Neptune Land & Housing Pvt Ltd.

Authorized Signatory

ORRIS INFRASTRUCTURE PRIVATE LIMITED.

Authorized Signatory

प्रलेख नः 28

दिनांक 05/04/2011

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील Mansar	गांव/शहर बदा
धन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 87,500.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 500.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
रुपये	

Drafted By: Smbir Yaduv, Adv.

यह प्रलेख आज दिनांक 05/04/2011 दिन मंगलवार समय 12:36:00PM बजे श्री/श्रीमती/कुमारी M/s Nephune Land & Housing Pvt. Ltd. के द्वारा श्री/श्रीमती/कुमारी निवासी 1697, Chhanna Mandi, Paharganj, N.Delhi-110055 द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/सर्वोक्त पंजीयन अधिकारी
Mansar सह रजिस्ट्रार
मानेसर

श्री M/s. Nephune Land & Housing Pvt. Ltd. thru Vijay Gupta (OTHER)

उपरोक्त पेशकशीय श्री/श्रीमती/कुमारी thru:- Amit Gupta स्वदेय है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि स्वदेय ने मेरे समक्ष पेशकशी को अदा की तथा प्रलेख में वर्णित अधिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Jitender Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Kehri Singh निवासी 1157, के.ए.ए. श्री/श्रीमती/कुमारी Sanjay Gupta पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Khem Chand Gupta निवासी Heilly Mandi, Patna, Gurgaon के द्वारा 1 को हम नम्बरदार/अधिवक्ता के रूप में जर्नल है तथा यह साक्षी नः 2 की पहचान करता है।

दिनांक 05/04/2011

उप/सर्वोक्त पंजीयन अधिकारी
Mansar सह रजिस्ट्रार
मानेसर

Kanal 4 Marla up to the extent of 29/960 share which comes to total area of 0 Kanal 9 Marla. Khewat/ Khata No. 365/312, Mustil No. 9, Killa No. 15 (6-11), 16 (8-0), 25/2 (4-0), Kita 3, land measuring 18 Kanal 11 Marla up to the extent of 1/30 share which comes to total area of 0 Kanal 12 Marla vide jamabandi year 2004-2005 situated in the revenue estate of Hayatpur, Tehsil & District - Gurgaon, Haryana. Total Land of Villages- Badha and Hayatpur, Tehsil & Distt.- Gurgaon, Haryan is 1 Kanal 8 Marla, hereinafter referred to as "the said Land".

AND WHEREAS the land owner represents that as per the Master Plan of Gurgaon the said land falls in the residential zone.

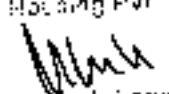
AND WHEREAS the land owner has lack of expertise and wants to develop the said land in keeping with the master plan, however as the land owner has about 67 Acres of land, the land owner is not in a position to carry out the development of the said land as such has been looking for developer/collaborator to join hands with the land owner.


AND WHEREAS Orris has the expertise and resources in development of real estate and is doing projects either on its own or in collaboration with other reputed builders and is in the process of negotiation with various land owners for development of a colony in keeping with the provisions of the local laws.

AND WHEREAS after ascertaining the capability of Orris and also ascertaining that Orris is in talk with the other land owners of adjacent land for developing a Colony, the land owner herein has approach Orris with an offer to make the land of the land owner also a part of the proposed Colony.

NOW, THEREFORE, THIS COLLABORATION AGREEMENT WITNESSETH as under:-

Neptane Land & Housing Pvt. Ltd.


Authorized Signatory


Authorized Signatory

Reg. No.	Reg. Year	Book No.
28	2011-2012	1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता
Vijay Gupta

दावेदार
Annu Gupta

गवाह 1:- Jitender Singh
गवाह 2:- Sanjay Gupta

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 28 आज दिनांक 05/04/2011 को अही नः 1 जिल्द नः 1 के पृष्ठ नः 1 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त अही सख्या 1 जिल्द नः 1 के पृष्ठ सख्या 2 से 3 पर बिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनांक 05/04/2011



उप/संयुक्त पंजीयन अधिकारी
Mainagar
संयुक्त सब रजिस्ट्रार
भागीरथ



1. The Land Owner hereby empowers Orris to negotiate with various other land owners of adjacent area and consolidate the minimum required land for development of a Colony so as to include the land of the land owner herein.
2. The land owner hereby grants its irrevocable consent/approval in favour of Orris to develop the said land as a part of the larger colony either on its own or through any other developer/collaborator and on terms and conditions as may be decided by Orris at its absolute discretion with full authority and power to market the development including plotted area, group housing area, commercial area and other facilities and amenities as is available to the said colony and derive all profits and benefits there from including power and authority to receive the entire sale consideration in the name of Orris or in the name of its nominee or assignee at the absolute discretion of Orris.
3. That in lieu of the land owner granting irrevocable power in favour of Orris for making the said land as a part of a larger colony and applying for and obtaining all necessary permissions and approvals and thereafter developing a colony either through its own or through any other person or persons and marketing the entire project and receiving the entire sale consideration in its name, Orris shall allot in favour of the land owner plotted area measuring 1000 sq. yds per Acre in the proposed colony to be developed on the said land along with the land of the adjacent land owners.
4. That in case, Orris fails to obtain the licence for development of the said land and allot the aforesaid plotted area within 3 (Three) years from the date of this Collaboration Agreement or any further period as may be mutually extended by the parties, in that event the land owner shall be entitled to receive a sum of Rs. 3,15,00,000/- per Acre from Orris and after the aforesaid sum is paid to the land owner, the Orris shall stand fully discharged of its obligation(s) towards the land owner as stipulated under this Collaboration Agreement. The Security

For:

Authorized Signatory

For ORRIS INFRASTRUCTURE PVT. LTD.

Authorized Signatory

amount already paid to the land owner by the Orris shall be adjusted towards the aforesaid amount of Rs. _____

5. That Orris will be empowered and authorized to consolidate the said land along with adjacent land of other land owners for development of a Colony with full authority to identify the Developers. Orris shall be solely responsible to carry all the work relating to the development of land and the Land Owners shall have no say in the same. The obligation of Orris shall be inter alia as under:

- a) At time of signing of this agreement the ORRIS has paid the security amount of Rs. 500,000/- per acre as advance to the Land Owner which will be refunded when the Land Owner get its allocation.
- b) The advance has been paid in the following manner:-
Rs. 87,500/-, Cheque No 245869, dated 01-04-11
drawn on Axis Bank Ltd., Gurgaon.
- c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Orris;
- d) to apply for change of land use of the said land and deposit all application money, licence fee and other charges as may be required either through its own sources or through any other developer/Collaborator at the absolute discretion of Orris.
- e) to prepare the blue print for development on the said land;
- f) to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land;

Neptune Land & Housing Pvt. Ltd.

Authorized Signatory

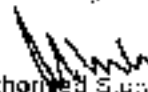
For ORRIS INFRASTRUCTURE PVT. LTD.

Authorized Signatory

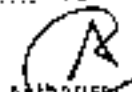
- g) to identify a reputed Developer for development on the said land either through private negotiations or through advertisement and enter into necessary agreement with such developer.
- h) To coordinate with the Developer during the course of the development and for that purpose to engage architect, engineer etc.
- i) To engage and employ all work forces as may be required in the said Project for securing the interest of the land owner.
- j) To market the entire project including the plotted area, group housing area, commercial area and all other facilities and amenities as provided in the said colony and for that purpose to sign and execute all necessary documents, agreements including allotment letter, agreement to sell, plot buyers agreement, space buyers agreement, apartment buyers agreement, sale deed, gift deed, lease deed, licence deed or any other instrument or instructions as may be required from time to time for conveying interest in the said colony or part thereof in favour of the prospective buyer.
- k) To receive the entire sale consideration, deposit, lease rent, refundable security deposit in its own name, from any such prospective buyer, tenant, occupant etc. in the said project.

6. That in order to facilitate Orris to achieve the object of this Agreement, the land owner shall execute a power of attorney in favour of M/s. Orris Infrastructure Private Limited through its Authorized Signatory, Shri Amit Gupta son of Sh. Vijay Gupta resident of C - 3/260, Janakpuri, New Delhi - 110058 who shall have full authority and power to act jointly or severally as may be decided by the attorney from time to time and the said power of attorney shall not be revoked or cancelled for any reason whatsoever except when so requested by Orris in writing and if so desired by Orris to revoke the aforementioned power of Attorney and execute fresh power of Attorney but only at the discretion of Orris. However, it is

Represented by _____, M/s. _____


Authorized Signatory

For Orris Infrastructure Private Limited.


Authorized Signatory

clearly agreed and understood between the parties that the execution of the power of attorney does not absolve the land owner of its responsibility to sign and execute various papers and documents, if so required by Orris.

7. That in the event Orris fails to obtain the licence and/or the land can not be developed as a colony, then in that event Orris shall have full authority and power to explore possibility of alternate development.
8. That the present agreement is executed with the clear stipulations that the land of the land owner is free from all encumbrances, charges, liens, and there is no defect in the title of the land owner. However, in the event there is any claim or claims by any third party and/or there is any litigation affecting the title of the land owner, it shall be the sole responsibility of the land owner to rectify the defect and make out a good and marketable title without causing any prejudice or loss to Orris and/or to other land owners and the land owner do hereby keep Orris indemnified on the aforementioned account.
9. That the land owner shall provide all necessary assistance and cooperation to Orris and furnish all necessary information and documents and/or clarifications as may be sought for by any authority or authorities while examining the title of the land owner for grant of LOI and also subsequent thereto till the completion of the entire project.
10. That all original document in respect of the said property are presently lying with the land owner who shall make the same available to Orris at the time of making application for grant of the necessary licence and upon grant of the letter of intent Orris shall be entitled to hold the said document with full authority to create any charge or encumbrances on the said land and also with authority to deposit the title deeds with any Banks/Financial institutions with intention to create mortgage. In the event any document/agreement is required to be signed by the land owner, the land owner shall sign and execute all such documents in favour of

Authorised Signatory

FOR ORRIS LAND DEVELOPMENT PVT. LTD.

Authorised Signatory

Banks/Institutions for facilitating the mortgage. However such charge shall not prejudice the receivable of the land owner under this agreement.

11. That all dues in respect of the land including any land revenue or taxes payable in respect of the said land up to this date shall be the sole liability of the land owner. However, all the EDC, IDC and any other charges payable to any authority or authorities for developing the said land as a colony shall be the sole liability of Orris.

12. That in case of any dispute or difference arising between the partners touching the interpretation of the terms of this deed or any matter whatsoever the same shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or replacement thereof.

IN WITNESS WHEREOF the parties hereto have signed this Collaboration Agreement on the day, month and year first above written.

SIGNED AND DELIVERED by the
within named ORRIS

ATTESTED
Notary Public Delhi

SIGNED AND DELIVERED by the
within named LAND OWNER

Neptune Land & Housing Pvt. Ltd.
Authorized Signatory

WITNESSES:

1. Sanjay Gupta
s/o Sh. Nham Chand Gupta
R/o V.P.O. Hattiyamandi (Patwari) Buregan
2. Pundit
Jitender Singh s/o Sh. Kehar Singh
1157 Sector-15 Gurgaon.



हरियाणा HARYANA

B 396702

AGREEMENT

This Agreement is made at _____ on this 25th day of Oct, 2007.

BETWEEN

ORRIS INFRASTRUCTURE PVT. LTD. a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/260, JANAKPURI NEW DELHI through its Director AMIT GUPTA herein after referred to as ORRIS of the ONE PART.

AND

ORRIS LAND & HOUSING PVT LTD : a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/260, JANAKPURI NEW DELHI through its Director VIRAY GUPTA duly

Orris Land & Housing Pvt Ltd

Director

For ORRIS INFRASTRUCTURE PVT LTD

DIRECTOR

30427 5-11-2008

S. No. 22802
 Amount 1000
 Purpose/Use 1000
 Date 06/05/2008
 Civil Court
 Changan (Haryana)

प्रलेख न: 3321

डीड का नाम AGREEMENT तहसील/सब-तहसील गुडगांव	डीड संबंधी विवरण गांव/सहर ह्यातपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण राशि 3,725,000.00 रुपये रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	

स्टाम्प ड्यूटी की राशि 100.00 रुपये
 रेस्टिंग शुल्क 200 रुपये

Drafted By: I.D.Pathak, Adv.

यह प्रलेख आज दिनांक 06/05/2008 दिन बंगलूरार समय बजे श्री/श्रीमती/कुमारी M/s Orris Infra.
 पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी C-3/260, Jandakpuri, N.Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री M/s Orris Infra. Pvt. Ltd. thru Arun Gupta (OTHER)

उप/संयुक्त पंजीयन अधिकारी
 गुडगांव

उपरोक्त पेशकश श्री/श्रीमती/कुमारी (thru:- Vijay Gupta) दखलदार हाजिर है। प्रस्तुत प्रलेख को तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दखलदार ने मेरे समक्ष पेशकश की अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी M.D. Pathak पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी N.Delhi
 व श्री/श्रीमती/कुमारी Deepak Chakkarborty पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी M.R Chakkarborty निवासी 22/744, DDA Flats,
 सिविल लाइन्स में। जो इसे दखलदार/अधिवक्ता के रूप में जानते हैं तथा यह साक्षी नं: 2 को पहचान करता है।

दिनांक 06/05/2008

उप/संयुक्त पंजीयन अधिकारी
 गुडगांव

authorized vide a Board Resolution dated 1/9/02 and hereinafter referred to as the "land owner" of the **OTHER PART**

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, administrator, nominees and assignees.

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land measuring about hectares (i.e. about 22.5 acres) and more fully described in 'Schedule-A' written hereunder and hereinafter referred to as SAID LAND.

AND WHEREAS the land owner represents that as per the Master Plan of Gurgaon the said land falls in the residential zone.

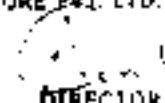
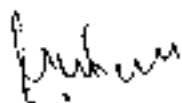
AND WHEREAS even if the land owner wants to develop the said land in keeping with the master plan, however as the land owner has only 22.5 Acres of land the land owner is not in a position to carry out the development of the said land as such has been looking for developer/collaborator to join hands with the land owner.

AND WHEREAS Orris has the expertise and resources in development of real estate and is doing projects either on its own or in collaboration with other reputed builders and is in the process of negotiation with various land owners for development of a colony in keeping with the provisions of the local laws.

AND WHEREAS after ascertaining the capability of Orris and also ascertaining that Orris is in talk with the other land owners of adjacent land for developing a Colony, the land owner herein has approach Orris with an offer to make the land of the land owner also a part of the proposed Colony.

NOW, THEREFORE, THIS INTERSE AGREEMENT WITNESSETH as under:-

For ORRIS INFRASTRUCTURE PVT. LTD.



Reg. No.	Reg. Year	Book No.
3321	2008-2009	1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता
Anil Gupta

दावेदार
Hru - Vijay Gupta

गवाह 1:- H D Pathak

गवाह 2:- Deepak Chakkarburty

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कर्मांक 3,321 आज दिनांक 06/05/2008 को यही नः 1 जिल्द नः 9,753 के पृष्ठ नः 140 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त भेजी सख्या 1 जिल्द नः 832 के पृष्ठ सख्या 52 से 53 पर बिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/किरात अंगुठा पेरें सामने किये हैं ।

दिनांक 06/05/2008

उप/सर्वोक्त पंजीकृत अधिकारी
गड़गाँवा

करीबी नं० 3321 की. वही नं० 1

पृष्ठ नं० 10587 का नं० 6568

825
615/8 81
किरात

1. The Land Owner hereby empower Orris to negotiate with various other land owners of adjacent area and consolidate the minimum required land for development of a Colony so as to include the land of the land owner herein.
2. That upon Orris consolidating the requisite amount of land for development of a Colony, the land owner hereby grants its irrevocable approval in favour of Orris to develop the said land as a part of the larger colony either on its own or through any other developer/collaborator and on terms and conditions as may be decided by Orris at its absolute discretion with full authority and power to market the development including plotted area, group housing area, commercial area and other facilities and amenities as is available to the said colony and derive all profits and benefits therefrom including power and authority to receive the entire sale consideration in the name of Orris or in the name of its nominee or assignee at the absolute discretion of Orris.
3. That in lieu of the land owner granting irrevocable power in favour of Orris for making the said land as a part of a larger colony and applying for and obtaining all necessary permissions and approvals and thereafter developing a colony either through its own or through any other person or persons and marketing the entire project and receiving the entire sale consideration in its name, Orris shall allot in favour of the land owner plotted area measuring 1000 sq. yds in the proposed colony to be developed on the said land along with the land of the adjacent land owners. However after receipt of the licence, at the option of the land owner, Orris shall pay to the land owner a lump sum amount of Rs. 37.25.000/- Per Acre instead of the plotted area and upon such payment, the entitlement of the land owner in the plotted area shall automatically stands vested in favour of Orris and the Land Owner shall get the Land transferred in the name of the Developer or its nominee in parts of full at circle rate and their amount will be adjusted in the lump sum payment stated above. The Land Owner shall apply to DTCP for the transfer of Licence in favour of the Colonizer / Developer or its nominee.

Orris Land & Housing Pvt. Ltd.

Director

For ORRIS LAND & HOUSING PVT. LTD.

[Signature]

4. That Orris will be empowered and authorized to consolidate the said land along with adjacent land of other land owners for development of a Colony with full authority to identify the Developers. Orris shall be solely responsible to carry all the work relating to the development of land and the Land Owners shall have no say in the same. The obligation of Orris shall be inter alia as under:

(a) At the time of signing of this agreement the ORRIS has paid the consideration amount of Rs. 5,00,000/- per acre as advance to the Land Owner which will be either adjusted in the Land Owner's lump sum amount as stated above or refunded when the Land Owner get its allocation.

(b) The advance has been paid in the following manner:-

(i) Cheque No 017730 ^(Rust) dated 24/10/2007 amount 1,12,50,000/- drawn on UTI BANK, GURGAON.

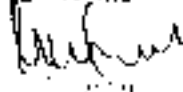
(c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Orris;

(d) to apply for change of land use of the said land and deposit all application money, licence fee and other charges as may be required either through its own sources or through any other developer/Collaborator at the absolute discretion of Orris.

(e) to prepare the blue print for development on the said land;

(f) to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land

Orris Land & Housing Pvt. Ltd.



For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

- (g) to identify a reputed Developer for development on the said land either through private negotiations or through advertisement and enter into necessary agreement with such developer.
 - (h) To coordinate with the Developer during the course of the development and for that purpose to engage architect, engineer etc.
 - (i) To engage and employ all work force as may be required in the said Project for securing the interest of the land owner.
 - (j) To market the entire project including the plotted area, group housing area, commercial area and all other facilities and amenities as provided in the said colony and for that purpose to sign and execute all necessary documents, agreements including allotment letter, agreement to sell, plot buyers agreement, space buyers agreement, apartment buyers agreement, sale deed, gift deed, lease deed, licence deed or any other instrument or instructions as may be required from time to time for conveying interest in the said colony or part thereof in favour of the prospective buyer.
 - (k) To receive the entire sale consideration, deposit, lease rent, refundable security deposit, from any such prospective buyer, tenant, occupant etc. in the said project.
5. That in order to facilitate Orris to achieve the object of this Agreement, the land owner have executed a power of attorney in favour of Shri ANIL GUPTA son of SH. VIJAY GUPTA resident of A-3/260, JANAKPURI, NEW DELHI and Shri _____ son of _____ resident of _____ nominees of Orris who shall have full authority and power to act jointly or severally as may be decided by the attorney from time to time and the said power of attorney shall not be revoked or
- Orris Land & Housing Pvt. Ltd.
Director
- TRICOR

cancelled for any reason whatsoever except when so requested by Orris in writing and if so desired by Orris to revoke the aforementioned power of Attorney and execute fresh power of Attorney but only at the discretion of Orris. However, it is clearly agreed and understood between the parties that the execution of the power of attorney does not absolve the land owner of its responsibility to sign and execute various papers and documents, if so required by Orris.

6. That in the event Orris fails to obtain the licence and/or the land can not be developed as a colony, then in that event Orris shall have full authority and power to explore possibility of alternate development and in the event such alternate development does not permit residential plotted development, the land owner shall be entitled to receive the fixed lump sum amount as mentioned in clause 3 hereinabove.
7. That the present agreement is executed with the clear stipulations that the land of the land owner is free from all encumbrances, charges, liens, and there is no defect in the title of the land owner. However, in the event there is any claim or claims by any third party and/or there is any litigation affecting the title of the land owner, it shall be the sole responsibility of the land owner to rectify the defect and make out a good and marketable title without causing any prejudice or loss to Orris and/or to other land owners and the land owner do hereby keep Orris indemnified on the aforementioned account.
8. It is clearly understood between the parties that after signing this agreement the Land Owner have no right to interfere in any manner to the Developer in concern of the development or disposal of the Said Land except getting its share.
9. In special case the Land Owner have right to cancel this agreement with mutual consent of the Developer before obtaining licence, in such case the Land Owner will refund the double amount.

FOR ORRIS INFRASTRUCTURE PXL LTD.


DIRECTOR

10. That the land owner shall provide all necessary assistance and cooperation to Orris and furnish all necessary information and documents and/or clarifications as may be sought for by any authority or authorities while examining the title of the land owner for grant of LOI and also subsequent thereto till the completion of the entire project.
11. That all original document in respect of the said property are presently lying with the land owner who shall make the same available to Orris at the time of making application for grant of the necessary licence and upon grant of the letter of intent Orris shall be entitled to hold the said document with full authority to create any charge or encumbrances on the said land and also with authority to deposit the title deeds with any Banks/Financial institutions with intention to create mortgage. In the event any document/agreement is required to be signed by the land owner, the land owner shall sign and execute all such documents in favour of Banks/Institutions for facilitating the mortgage. However such charge shall not prejudice the receivable of the land owner under this agreement.
12. That all dues in respect of the land including any land revenue or taxes payable in respect of the said land upto this date shall be the sole liability of the land owner. However, all the EDC, IDC and any other charges payable to any authority or authorities for developing the said land as a colony shall be the sole liability of Orris.
13. That in case of any dispute or difference arising between the partners touching the interpretation of the terms of this deed or any matter whatsoever the same shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or replacement thereof.

Orris Land & Housing Pvt. Ltd.


Director

The DEEDS OF RESTRICTED SALE


DIRECTOR

SCHEDULE-A

— Attached —

IN WITNESS WHEREOF the parties hereto have signed this Interse Agreement on the day, month and year first above written.

SIGNED AND DELIVERED by the
within named ORRIS

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

SIGNED AND DELIVERED by the
within named LAND OWNER

Orris Land & Housing Pvt. Ltd.

[Signature]
Director

Drafted by
Deekha HD
H.D. Pathak
Adv.

WITNESSES:

1. *[Signature]*
H.D. PATHAK S/O S.D. PATHAK
Shyam Nagar
PALWAL - 121102.

2. *[Signature]*

KIRAN CHANDHRY
S/O A.N. CHANDHRY
A-249, (FF)
BLOSSAM - I
Mayfield Garden
GURGAON.
Haryana

[Signature]
(3) Deekha Chhabarburty
Sh. M.R. Chhabarburty
23744 DDA Plot
Kalkaji in Delhi

		SHEDULE-A		ORRIS LAND & HOUSING			
S.NO.	Sr.Reg. No.	VILLAGE	TOTAL AREA	VASIKI NO.	MUTATION NO.	LAND DETAILS	
			KANAL MARLA				
144/66		Hayatpur	4	22670	1706	RECT.No.8,Killa No.11(9-11),19(8-0),20(8-0),21(8-0),Total (33-11), Share 80/671, FIELD 5, Total Measuring 4 Kanai 0 Marla	
245/67		Hayatpur	28	22666	1707	RECT.No.35,Killa No.16/1(0-14),16/2(1-2),17(7-7),18/2(2-13),24/2(4-0),25(2-16),3/1(4-0);RECT.No.58,Killa No.18/2(2-11),19(3-8),Total (28-110), Salam, Measuring 28 Kanai 11 Marla;RECT.No.59,Killa No.26(0-14), Share 1/4,Measuring 0 Kanai 3.5 Marla;FIELD 10,Total Measuring 28 Kanai 14.5 Marla	
349/71		Hayatpur	25	22936	1713	Rectangle No. 18, Killa No 15 (8-0) & Rectangle No 20 Killa No 23 (7-18) & Rectangle No. 21, Killa No. 3 (8-0), 8 (8-0), 11 (8-0), 12 (8-0), 13 (8-0), 19/1 (4-0), 20 (8-0) Field 9 area measuring 67 Kanai 18 Marla to the extent of 513/358 share i.e. 25 Kanai 13 Marla.	
454/77		Hayatpur	43	22691	1708	RECT.No.19,Killa No.13/1(8-18),18/2/2/2(0-16),17(8-0),24(8-0),25(8-0);RECT.No.20,Killa No.19/2(8-13),20(8-0), Total (48-5), Share 8/9, Measuring 42 Kanai 18 Marla;RECT.No.19,Killa No.13/2(0-8),14/2(0-9),15/1(0-1),16/2/2/1(0-8),16/2/2/1(0-8);RECT.No.22,Killa No.21/1/2(0-4), Total (1-18), Share 4/9,Measuring 0 Kanai 17 Marla;FIELD 13,Total Measuring 43 Kanai 15 Marla	
555/78		Hayatpur	31	22841	1711	RECT.No.59,Killa No.9(8-0),11(7-11),12(7-11),20/1(6-12),Total (29-14), Salam, Measuring 28 Kanai 14 Marla;RECT.No.59,Killa No. 22(6-9),27(0-15),Total (7-4), Share 1/4,Measuring 1 Kanai 16 Marla;FIELD 6, Total Measuring 31 Kanai 10 Marla	
656/79		Hayatpur	11	22764	1710	Rectangle No. 18, Killa No 15 (8-0) & Rectangle No 20 Killa No. 23 (7-18) & Rectangle No. 21, Killa No. 3 (8-0), 8 (8-0), 11 (8-0), 12 (8-0), 13 (8-0), 19/1 (4-0), 20 (8-0) Field 9 area measuring 67 Kanai 18 Marla to the extent of 227/358 share i.e. 11 Kanai 7 Marla.	

Orri Land & Housing Pvt. Ltd.

FW ORRIS INFRASTRUCTURE PVS LTD.

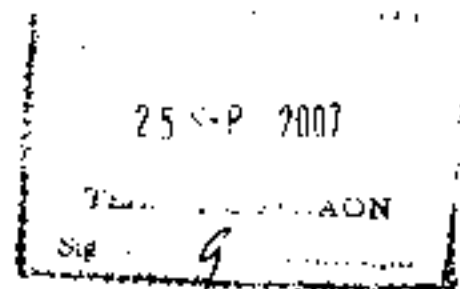
 DIRECTOR

 DIRECTOR

757/80	Hayatpur	6	5.5	22934	1712	Rectangle No. 18, Killa No 15 (8-0) & Rectangle No 20 Killa No. 23 (7-18) & Rectangle No. 21, Killa No. 3 (8-0), 8 (8-0), 11 (8-0), 12 (8-0), 13 (8-0), 19/1 (4-0), 20 (8-0) Field 9 area measuring 67 Kanal 18 Marla to the extent of 251/2716 share i.e. 6 Kanal 5.5 Marla.
863/83	Hayatpur	19	7	22741	1709	Rectangle No. 18, Killa No 15 (8-0) & Rectangle No 20 Killa No. 23 (7-18) & Rectangle No. 21, Killa No. 3 (8-0), 8 (8-0), 11 (8-0), 12 (8-0), 13 (8-0), 19/1 (4-0), 20 (8-0) Field 9 area measuring 67 Kanal 18 Marla to the extent of 387/1358 share i.e. 19 Kanal 7 Marla.
963/88	Hayatpur	8	10	23757	1721	RECT no. 14, Killa no. 6/2(2-13), 14(8-0), 15(8-0), 17(8-0), 18(8-4), 25(8-0), Total (40-17), Share 15/72, FIELD 5, Total Measuring 6 Kanal 10 Marla
1063/89	Hayatpur	1	9	22860	1780	RECT No. 15, kila No. 16(8-0), 17(8-0), 18(8-0); RECT. No. 18, Kila No. 21/2(4-0), 20(8-0), Total (36-0), Share 1/25, FIELD 5, Total Measuring 1 Kanal 9 Marla
		176	91			
	TOTAL	180	11			
		22.58	ACRE			

For ORRIS INFRASTRUCTURE PVT. LTD.

Orri's Land & Housing Pvt. Ltd.



ADDENDUM TO AGREEMENT DATED 25th OCTOBER, 2007

THIS ADDENDUM to the Agreement dated 25th October, 2007 is made and executed at Gurgaon on this 4th day of December, 2007:

BETWEEN


M/s. Orris Infrastructure Private Limited a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/260, Janakpuri, New Delhi through its Director Mr. Amit Gupta herein after referred to as "**ORRIS**" of the **ONE PART**.

AND

M/s. Orris Land & Housing Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/260, Janakpuri, New Delhi through its Director Mr. Vijay Gupta duly authorized vide a Board Resolution dated 3rd December, 2007 and hereinafter referred to as the "**land owner**" of the **OTHER PART**.

Orris Land & Housing Pvt. Ltd

Director

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, legal representatives, administrator, nominees and assignees. The parties Orris and the land owner are hereinafter collectively referred to as "Parties" and individually as "the Party".

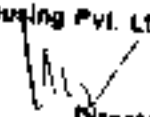
WHEREAS the Land Owner and Orris have entered into an Agreement dated 25th October, 2007 (herein after referred to as the said Agreement) for development of a Colony on land measuring 22.5 acres (approx.) and as detailed in the said Agreement situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land");

AND WHEREAS part of the said land falls in the commercial zone as per the Final Development Plan -2021, and it has necessitated the parties to make necessary amendments in the said Agreement to that effect.

AND WHEREAS, both the parties hereto are desirous of executing an Addendum to the said Agreement dated 25th October, 2007 and have agreed on the terms of the said Addendum as hereinafter stated:

NOW THIS ADDENDUM TO THE AGREEMENT WITNESSES AS FOLLOWS:

1. That Orris may develop a Commercial/Group Housing/Plotting/Colony or any other suitable Project(s) on the said Land as it may deem fit and proper in accordance with the applicable rules/regulations and Final Development Plan.
2. In the case of the development of Land for purpose other than the residential colony, the Land Owner shall be entitled for 1000 Sq. Yds of the plotted area per acre or part of the built up area, as the

Orris Land & Housing Pvt. Ltd.

Director

FOR ORRIS INFRASTRUCTURE PVT. LTD. 2


DIRECTOR


case may be, towards their share on the same land or any other Land and/or in any of the upcoming projects of Orris in Gurgaon.

3. That Orris is fully authorized to collaborate further with any other reputed developer for development of the said land in the Commercial, Group Housing, Plotted colony etc, as the case may be and take the Security Deposit in its own name or any other name as Orris may deem fit and proper from the Developer or any other party on behalf of the Land Owner with respect to the development of the project. In the event of Orris entering into any further Collaboration Agreement with any other Developer on the basis of the said Agreement and this Addendum with respect to part or whole of the said Land, the parties herein shall not amend, vary or change terms of the said Agreement or this Addendum without the written consent of the other Developer, with whom Orris may enter into any such Agreement. Any change, variation, amendment, if made without such consent shall be void ab-initio.
4. Clause No.9 of the said Agreement, which deals with the termination of the said Agreement stands omitted /deleted.
5. That all other terms and conditions of the Agreement dated 25th October, 2007 shall remain the same and in force.
6. This Addendum shall form an integral part of the Agreement dated 25th October, 2007 executed between the parties and shall be concurrent and co-terminus with the Agreement dated 25th October, 2007.

Orris Land & Housing Pvt. Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD


DIRECTOR

ORRIS INFRASTRUCTURE PV.

SPECIAL
ADHESIVE

SPECIAL
ADHESIVE

ADDENDUM TO AGREEMENT DATED 24th OCTOBER, 2007

THIS ADDENDUM to the Agreement dated 24th October, 2007 and Addendum dated 1st December, 2007 is made and executed at Gurgaon on this ____ day of ____, 2011;

BETWEEN

M/s. ORRIS INFRASTRUCTURE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at RZ-D-5, Mahavir Enclave, New Delhi-110045 through its Director Mr. Amit Gupta duly authorized vide a Board Resolution dated _____ and hereinafter referred to as the "ORRIS" of the **ONE PART.**

AND

M/s. ORRIS LAND AND HOUSING PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at RZ-D-5, Mahavir Enclave, New Delhi-110045 through its Director Mr. Vijay Gupta duly authorized vide a Board Resolution dated _____ and hereinafter referred to as the "land owner" of the **OTHER PART.**

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors legal representatives, administrator, nominees and assignees. The parties Orris and the land owner are hereinafter collectively referred to as "Parties" and individually as "the Party".

ORRIS LAND & HOUSING PRIVATE LIMITED
[Signature]

ORRIS INFRASTRUCTURE PRIVATE LIMITED
[Signature]

WHEREAS the Land Owner and Lessee have entered into an Agreement dated 24th October, 2007 (hereinafter referred to as the Agreement) Dated 04/04/2008, Book No. 1, Vol. No. 9753 at Page No. 140, Addl. Book No. 1, Vol. No. 812 pages 52 to 53 with the Sub-Registrar, Gurgaon and Addendum, Dated 4th December, 2007 (herein after jointly referred to as the said Agreement) for development of a Colony on land measuring 22.56 acres (approx.) as detailed in the said Agreement situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land");

AND WHEREAS part of the said land total admeasuring 7 Kanal 16 Marla bearing Rect. No. 19, Kila No. 13/1(8-16) up to the extent of 8/9 share which comes to 7 Kanal 16 Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) has been transferred by way of exchange (Tabadla) with similar other land total admeasuring 7 Kanal 16½ Marla bearing Rect. No. 55 Kila No. 5(8-0); Rect. No. 56, Killa No. 10/2 (3-7), 1 (8-0), 2 (8-0), 9 (8-0), 10/1 (4-13), 12 (7-7); Rect. No. 30, Killa No. 21 (8-0), 22 (8-0); Rect. No. 31, Killa No. 25/2 (3-16), Total Kita 10, Total Measuring 67 Kanal 3 Marla, up to the extent of 313/2686 share which comes to 7 Kanal 16½ Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) by virtue of Transfer Deed (Tabadlanama), Dated 19th May, 2011 duly registered as document no. 1327, Book No. 1, Vol. No. 12,951 registered at Page No. 123, Addl. Book No. 1 Vol. No. 1,228 pages 43 to 44 with the Sub-Registrar, Gurgaon, and thus it has necessitated the parties to make necessary amendments in the said Agreement to that effect;

AND WHEREAS, both the parties hereto are desirous of executing an Addendum to the said Agreement dated 24th October 2007 and Addendum dated 4th December, 2007 and have agreed on the terms of this Addendum as hereinafter stated.

NOW THIS ADDENDUM TO THE AGREEMENTS WITNESSES AS FOLLOWS:

1. That land total admeasuring 7 Kanai 16 Marla bearing Rect. No. 55, Killa No. 13/118 (6) up to the extent of 8/9 share which comes to 7 Kanai 16 Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) stands deleted/Omitted from the Schedule "A" of the said Agreements.
2. That land total admeasuring 7 Kanai 16½ Marla bearing Rect. No. 55 Killa No. 5(8-0); Rect. No. 56, Killa No. 10/2 (3-7), 1 (8-0), 2 (8-0), 9 (8-0), 10/1 (4-13), 12 (7-7); Rect. No. 30, Killa No. 21 (8-0), 22 (8-0); Rect. No. 31, Killa No. 25/2 (3-16), Total Kita 10, Total Measuring 67 Kanai 3 Marla, up to the extent of 313/2686 share which comes to 7 Kanai 16½ Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) be added in the Schedule "A". The land is more fully described in new "Schedule-A" attached here with to this Addendum.
3. That the Schedule "A" attached to this Addendum will replace the Schedule "A" of the Agreement dated 24th October, 2007 and be read and considered as part and parcel of the said Agreements for all purposes.
4. That all other terms and conditions of the Agreement dated 24th October, 2007 and Addendum dated 4th December, 2007 shall remain the same and in force.
5. This Addendum shall form an integral part of the Agreement dated 24th October, 2007 and Addendum dated 4th December, 2007 executed between the parties and shall be concurrent and

On behalf of the Plaintiff


Plaintiff

- 4 -

For GURU INFRASTRUCTURE PVT. LTD.


Defendant

in conformity with the Agreement dated 27th October, 2007 and
amendment dated 17th November 2011.

IN WITNESS WHEREOF the parties have executed this Addendum
on the day, month and year first above written in the presence of
witnesses:

SIGNED AND DELIVERED by the
Within named ORRIS

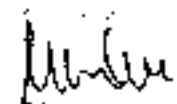
SIGNED AND DELIVERED by the
Within named LAND OWNER

FOR ORRIS INFRASTRUCTURE PVT. LTD.


Authorized Signatory

WITNESSES:

1.


Name

2.

SCHEDULE-A					M/s ORRIS LAND & HOUSING - Addendum to Agreement, Dated 25 October 2007				
Sr.Reg	VILLAGE	TOTAL AREA	VASIRA NO.	MUTATION NO.	LAND DETAILS				
S.NO.		KANAL MARLA							
14456	Havelpur	4	22670	1706	RECT.No.8,Killa No.11(8-11),19(8-0),20(8-0),21(8-0),Total (33-11) Share 9.5(8-1) FIELD 5, Total Measuring 4 Kanal 0 Marla				
24537	Havelpur	28	22666	1707	RECT.No.55,Killa No.16(10-14),16(2-12),17(7-7),18(2-13),24(2-4-0),25(2-5-3) 0),RECT.No.58,Killa No.18(2-11),19(3-8),Total (28-11), Salam, Measuring 28 Kanal 1 Marla,RECT.No.59,Killa No.26(0-14), Share 1/4,Measuring 0 Kanal 3.6 Marla,FIELD 10, Total Measuring 28 Kanal 14.5 Marla				
3497	Havelpur	25	22936	1713	Rectangle No. 18, Killa No 15 (8-0) & Rectangle No 20 Killa No. 23 (7-18) & Rectangle No 21, Killa No. 3 (8-0), 8 (8-0), 11 (8-0), 12 (8-0), 13 (8-0), 18(1 (4-0), 20 (8-0) Field 9 area measuring 67 Kanal 18 Marla to the extent of 513/1358 share i.e. 26 Kanal 13 Marla RECT.No.18,Killa No.16(2/2/2/2(0-16),17(8-0),24(8-0),25(8-0),RECT.No.20,Killa No.19(2/2(5-17),20(8-0), Total (38-13), Share 8/9, Measuring 34 Kanal 6 Marla,RECT.No.19,Killa No.13(2(0-8),14(2(0-9),15(1(0-1),16(2/2/2/2(0-8),17(2(2-10-8),18(2(2-10-8),RECT.No.22,Killa No.21(1/2(0-4), Total (1-18), Share 4/9,Measuring 0 Kanal 17 Marla,FIELD 13, Total Measuring 35 Kanal 03 Marla				
45477	Havelpur	33	22691	1708	RECT.No.59,Killa No.9(8-0),11(7-11),12(7-11),20(1(6-12),Total (29-14) Salam Measuring 29 Kanal 14 Marla,RECT.No.59,Killa No.22(5-8),27(0-15),Total (7-4) Share 1/4,Measuring 1 Kanal 16 Marla,FIELD 6, Total Measuring 31 Kanal 10 Marla				
55578	Havelpur	33	22841	1711	Rectangle No. 18, Killa No 15 (8-0) & Rectangle No 20 Killa No. 23 (7-18) & Rectangle No 21, Killa No. 3 (8-0), 8 (8-0), 11 (8-0), 12 (8-0), 13 (8-0), 18(1 (4-0), 20 (8-0) Field 9 area measuring 67 Kanal 18 Marla to the extent of 227/1358 share i.e. 11 Kanal 7 Marla				
55879	Havelpur	31	22784	1710	Rectangle No. 18, Killa No 15 (8-0) & Rectangle No 20 Killa No. 23 (7-18) & Rectangle No 21, Killa No. 3 (8-0), 8 (8-0), 11 (8-0), 12 (8-0), 13 (8-0), 19(1 (4-0), 20 (8-0) Field 9 area measuring 67 Kanal 18 Marla to the extent of 251/2718 share i.e. 6 Kanal 5.5 Marla.				
759780	Havelpur	6	22934	1712	Rectangle No. 18, Killa No 15 (8-0) & Rectangle No 20 Killa No. 23 (7-18) & Rectangle No 21, Killa No. 3 (8-0), 8 (8-0), 11 (8-0), 12 (8-0), 13 (8-0), 19(1 (4-0), 20 (8-0) Field 9 area measuring 67 Kanal 18 Marla to the extent of 387/1358 share i.e. 19 Kanal 7 Marla RECT.No.14,Killa no.6(2(2-13),14(8-0),15(8-0),17(8-0),18(8-0),25(8-0),Total (45-17) Share 1/4,Measuring 8 Kanal 10 Marla				
859783	Havelpur	19	22741	1709	Rectangle No. 18, Killa No 15 (8-0) & Rectangle No 20 Killa No. 23 (7-18) & Rectangle No 21, Killa No. 3 (8-0), 8 (8-0), 11 (8-0), 12 (8-0), 13 (8-0), 19(1 (4-0), 20 (8-0) Field 9 area measuring 67 Kanal 18 Marla to the extent of 387/1358 share i.e. 19 Kanal 7 Marla RECT.No.14,Killa no.6(2(2-13),14(8-0),15(8-0),17(8-0),18(8-0),25(8-0),Total (45-17) Share 1/4,Measuring 8 Kanal 10 Marla				
959786	Havelpur	2	23757	1721	RECT.No.14,Killa no.6(2(2-13),14(8-0),15(8-0),17(8-0),18(8-0),25(8-0),Total (45-17) Share 1/4,Measuring 8 Kanal 10 Marla				

Oris Land & Housing Pvt. Ltd.

(Signature)
Authorized Signatory

(Signature)
Authorized Signatory

10	69/99	Hayaspur	8	22880	1750	RECT. No. 15, Kila No. 18(8-0), 17(8-0), 18(8-0); RECT. No. 16, Kila No. 21(2(4-0), 2(8-0), 2(13-0), Share 1/25, FIELD 5, Total Measuring 1 Kanal 9 Marla
11	217/403	Hayaspur	7	1327	16.5	RECT. No. 55, Kila No. 5(8-0), RECT. No. 56, Kila No. 10(2(3-7), 1(8-0), 2(8-0), 9(8-0), 13(13), 12(7-7), Rect. No. 30, Kila No. 21(8-0), 22(8-0), Rect. No. 31 Kila No. 25(2(2-13), Total (67-3), Share 313/2566, Measuring 7 Kanal 18.5 Marla; FIELD 10, Total Measuring 7 Kanal 18.5 Marla
			175	95.5		
		TOTAL	179 K	15.5 M		
			22,471	ACRE		

FOR ORBIS INFRASTRUCTURE PVT. LTD.

Amalia G. Thompson



हरियाणा HARYANA

A 314117

AGREEMENT

This Agreement is made at Gurgaon on this 6th day of May, 2008:

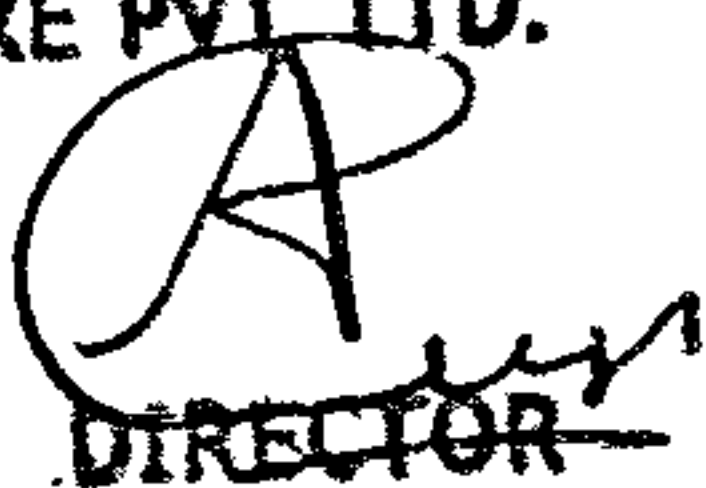
BETWEEN

M/s Orris Infrastructure Private Limited, a Private Limited Company incorporated under the Companies Act, 1956 and having its registered office at GF-16, Arunachal Building, Barakhamba Road, New Delhi - 110 001 through its Director Mr. Amit Gupta duly authorized vide a Board Resolution dated 1st April, 2008 herein after referred to as "**ORRIS**" of the **ONE PART**:

AND

M/s. Orris Land & Housing Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/260, Janakpuri, New Delhi through its Director Mr. Vijay Gupta duly authorized vide a Board Resolution dated 30th April, 2008 and hereinafter referred to as the "**land owner**" of the **OTHER PART**.

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Orris Land & Housing Pvt. Ltd.


Director

6603
50x2 4/3

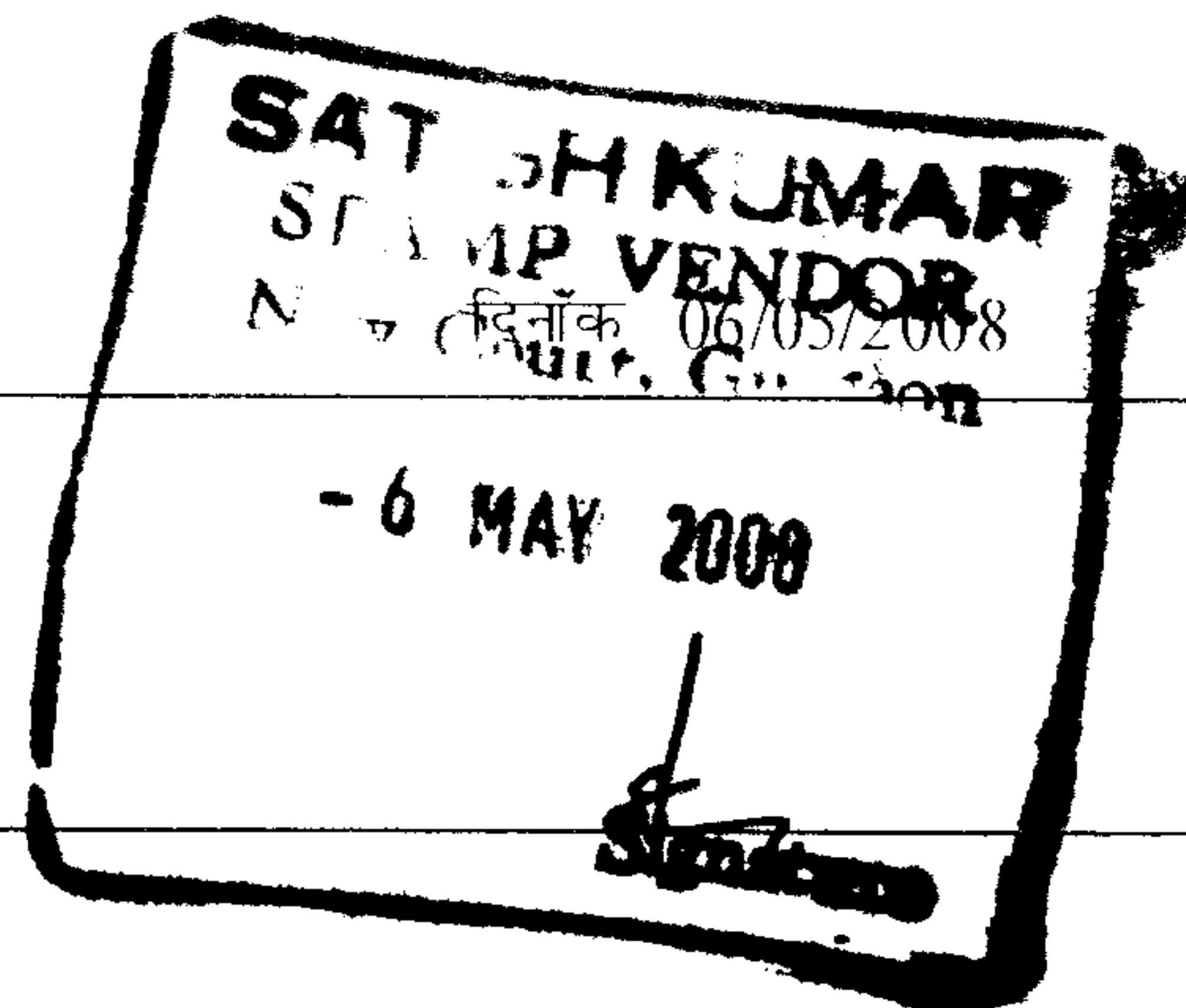
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MIR ORRIS Infra Pvt Ltd

प्रलेख नः 3334

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब तहसील गुडगांवा	गांव/शहर हयातपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 656,000.00 रुपये	स्टाम्प ड्यूटी की राशि 100.00 रुपये
रजिस्ट्रेशन फीस की राशि 5,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये



Drafted By: H.D.Pathak, Adv.

यह प्रलेख आज दिनांक 06/05/2008 दिन मंगलवार समय बजे श्री/श्रीमती/कुमारी M/s. Orris Infra. पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी GF-16, Arunachal Building Barakhamba Road, N.Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री M/s. Orris Infra. Pvt. Ltd. thru Amit Gupta(OTHER)

उप/संयुक्त पंजीयन अधिकारी
गुडगांवा सब रजिस्ट्रार
गुडगांवा

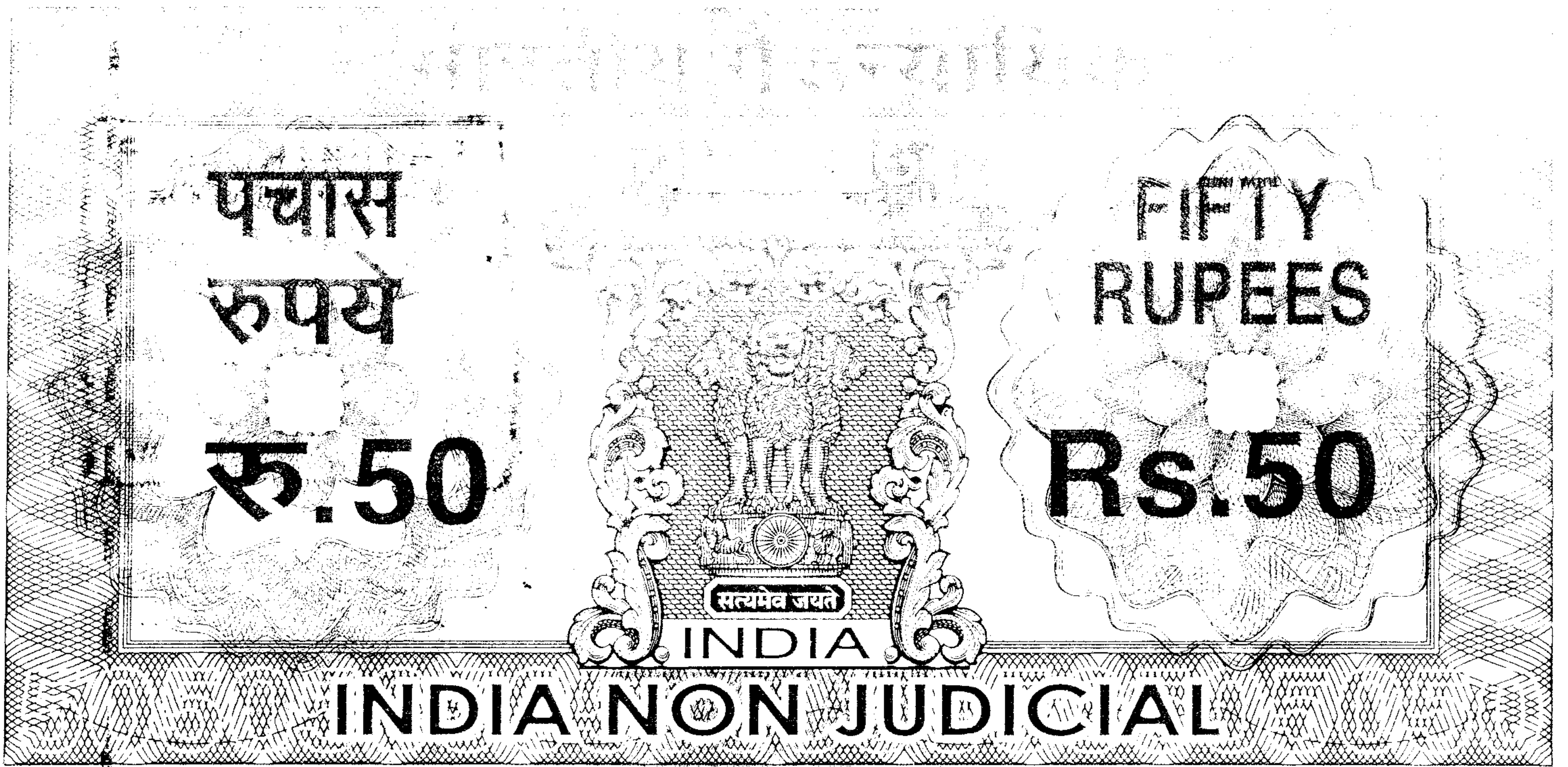
उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी Vijay Gupta दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी H.D.Pathak पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Delhi व श्री/श्रीमती/कुमारी Deepak Chakkarburty पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी M.R.Chakkarburty निवासी 22/744, DDA Flats, Kirti Nagar, N.Delhi को हमने दावेदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः2 की पहचान करता है।

दिनांक 06/05/2008



उप/संयुक्त पंजीयन अधिकारी
गुडगांवा जे.एस.ए.
गुडगांवा



हरियाणा HARYANA

A 314118

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, legal representatives, administrator, nominees and assignees. The parties Orris and the land owner are hereinafter collectively referred to as "Parties" and individually as "the Party".

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land measuring about 1.312 acres (approx.) situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) and more fully described in 'Schedule-A' written hereunder and hereinafter referred to as SAID LAND.

AND WHEREAS the land owner represents that as per the Final Development Plan-2021, part of the said land falls in the residential zone and part of the land falls in the commercial zone.

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Orris Land & Housing Pvt. Ltd.

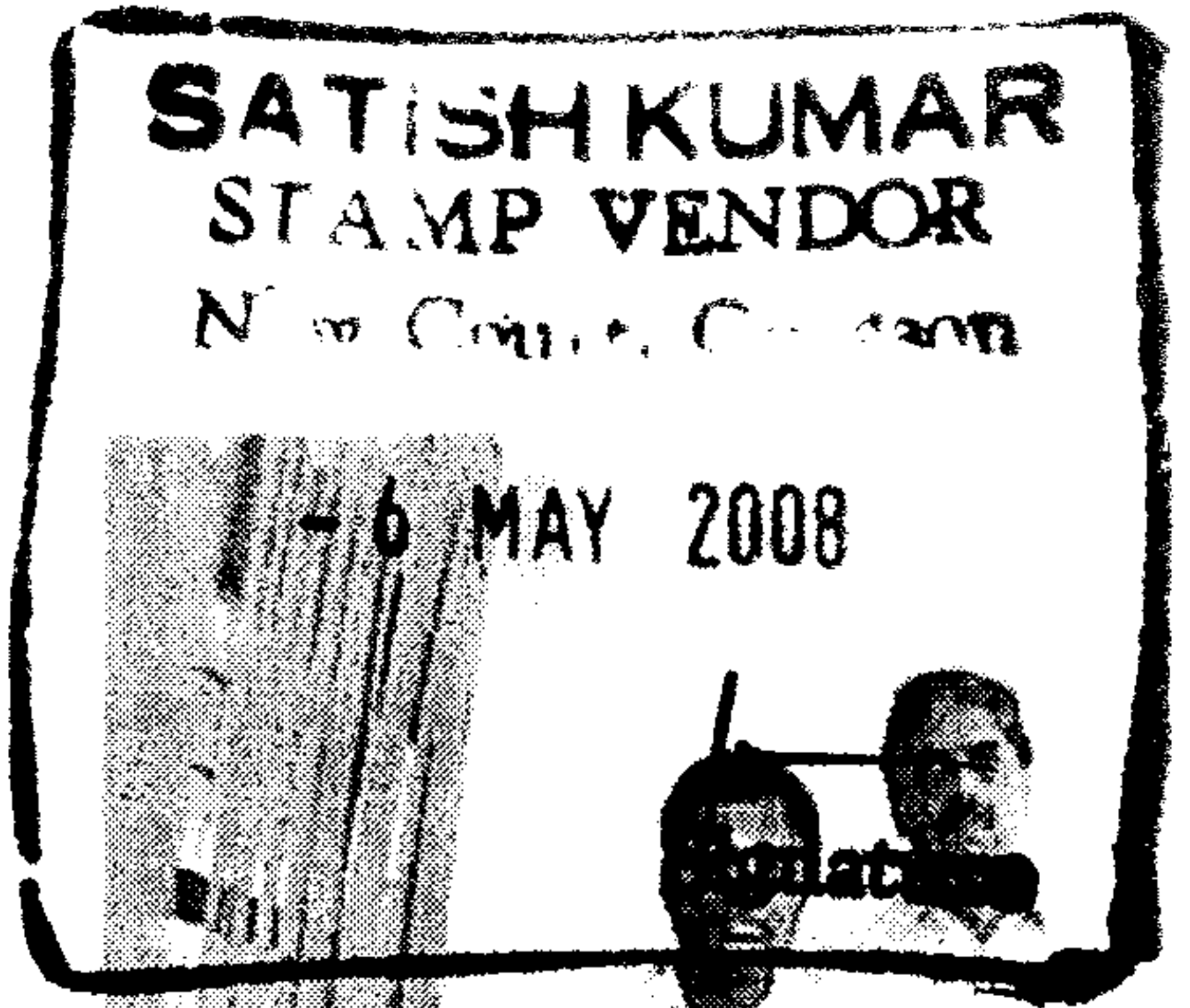

Director

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Reg. No. 3334
Reg. Year 2008-2009

Book No.

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पेशकर्ता



दावेदार



गवाह

पेशकर्ता
Amit Gupta

Amit Gupta

दावेदार
Vijay Gupta

Vijay Gupta

गवाह 1:- H.D.Pathak

H.D.Pathak

गवाह 2:- Deepak Chakkaburty

Deepak Chakkaburty

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,334 आज दिनांक 06/05/2008 को बही न: 1 जिल्द न: 9,753 के पृष्ठ न: 140 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 832 के पृष्ठ सख्या 52 से 53 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 06/05/2008

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इप/संयुक्त पंजीयन अधिकारी
गुडगाँवा
सब रजिस्ट्रार
गुडगाँव



AND WHEREAS Orris has the expertise and resources in development of real estate and is doing projects either on its own or in collaboration with other reputed builders and is in the process of negotiation with various land owners for development of Commercial/Residential project in keeping with the provisions of the local laws.

AND WHEREAS after ascertaining the capability of Orris and also ascertaining that Orris is in talk with the other land owners of adjacent land for developing a Commercial/Residential project, the land owner herein has approach Orris with an offer to make the land of the land owner also a part of the proposed Commercial/Residential project.

NOW, THEREFORE, THIS INTERSE AGREEMENT WITNESSETH AS UNDER:-

1. The Land Owner hereby empowers Orris to negotiate with various other land owners of adjacent area and consolidate the minimum required land for development of a Commercial/Residential project so as to include the land of the land owner herein.
2. That Orris upon consolidating the requisite amount of land for development of a Commercial/residential project, is fully authorized to collaborate further with any other reputed developer for development of the said land in the Commercial, Group Housing, Plotted colony etc, as the case may be and take the Security Deposit in its own name or any other name as Orris may deem fit and proper from the Developer or any other

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Orris Land & Housing Pvt. Ltd.


Director

party on behalf of the Land Owner with respect to the development of the project, in the event of Orris entering into any further Collaboration Agreement with any other Developer on the basis of the present Agreement with respect to part or whole of the said Land.

3. That in lieu of the land owner granting irrevocable power in favour of Orris for making the said land as a part of a larger Commercial/Residential project and applying for and obtaining all necessary permissions and approvals and thereafter developing a Commercial/Residential project either through its own or through any other person or persons and marketing the entire project and receiving the entire sale consideration in its name, Orris shall allot in favour of the land owner plotted area measuring 1000 sq. yds per acre or part of the built up area, as the case may be, towards their share on the same land or any other Land and/or in any of the upcoming projects of Orris in Gurgaon. However after receipt of the licence and the entitlement of the land owner in the plotted area, the Land Owner shall get the Land transferred in the name of Orris or its nominee in parts or full at circle rate. The final and formal allotment shall however, be done subject to payment by the Land Owner to Orris a sum equivalent to the proportionate amount of the security Deposit paid by Orris to Land Owner under this Agreement and the amount of sale consideration paid by Orris to the Land Owner at the time of execution and registration of the respective Sale Deed(s) of the said Land. All expenses related to Sale Deed etc. shall be borne and paid by Orris or its nominee. The Land Owner shall apply to DTCP for

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Orris Land & Housing Pvt. Ltd.


Director

the transfer of Licence in favour of Orris/Colonizer/Developer or its nominee.

4. That Orris will be empowered and authorized to consolidate the said land along with adjacent land of other land owners for development of a Commercial/Residential project with full authority to identify the Developers. Orris shall be solely responsible to carry all the work relating to the development of land and the Land Owners shall have no say in the same. The obligation of Orris shall be inter alia as under:

- a) At time of signing of this agreement the ORRIS shall pay to the Land Owner refundable security at the rate of Rs. 5,00,000/- (Rupees Five lacs only) per acre as interest free security deposit, being part consideration, for execution of this Agreement and handing over of physical possession of the said Land. as advance to the Land Owner which will be refunded when the Land Owner get its allocation.

- b) Orris accordingly has therefore paid a total sum of Rs. 6,60,000/- to the Land Owner as refundable security, on the date of Collaboration Agreement, in the following manner:

Cheque No. 027428 dated 6/5/08 for a sum of Rs. 6,60,000/- /- drawn on Axis Bank Limited.

- c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Orris;

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Orris Land & Housing Pvt. Ltd.


Director

- d) to apply for change of land use of the said land and deposit all application money, licence fee and other charges as may be required either through its own sources or through any other developer/Collaborator at the absolute discretion of Orris.
- e) to prepare the blue print for development on the said land;
- f) to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land;
- g) to identify a reputed Developer for development on the said land either through private negotiations or through advertisement and enter into necessary agreement with such developer;
- h) to coordinate with the Developer during the course of the development and for that purpose to engage architect, engineer etc.;
- i) to engage and employ all work forces as may be required in the said Project for securing the interest of the land owner;
- j) to market the entire project including the plotted area, group housing area, commercial area and all other facilities and amenities as provided in the said Commercial/Residential project and for that purpose to sign and execute all necessary documents, agreements including allotment letter, agreement to sell, plot buyers agreement, space buyers agreement, apartment buyers agreement, sale deed, gift deed, lease deed, licence deed or any other instrument or instructions as may be

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Orris Land & Housing Pvt. Ltd.


Director

required from time to time for conveying interest in the said Commercial/Residential project or part thereof in favour of the prospective buyer;

k) to receive the entire sale consideration, deposit, lease rent, refundable security deposit, from any such prospective buyer, tenant, occupant etc. in the said project.

5. That in order to facilitate Orris to achieve the object of this Agreement, the land owner have executed a power of attorney in favour of Shri Amit Gupta son of Mr. Vijay Gupta resident of C-3/260, Janakpuri, New Delhi nominees of Orris who shall have full authority and power to act jointly or severally as may be decided by the attorney from time to time and the said power of attorney shall not be revoked or cancelled for any reason whatsoever except when so requested by Orris in writing and if so desired by Orris to revoke the aforementioned power of Attorney and execute fresh power of Attorney but only at the discretion of Orris. However, it is clearly agreed and understood between the parties that the execution of the power of attorney does not absolve the land owner of its responsibility to sign and execute various papers and documents, if so required by Orris.

6. That in the event Orris fails to obtain the licence and/or the land cannot be developed as a Commercial/Residential project, then in that event Orris shall have full authority and power to explore possibility of alternate development and in the event such alternate development does not permit residential plotted development, the land owner shall be entitled to receive lump sum amount as per mutual agreement.

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Orris Land & Housing Pvt. Ltd.

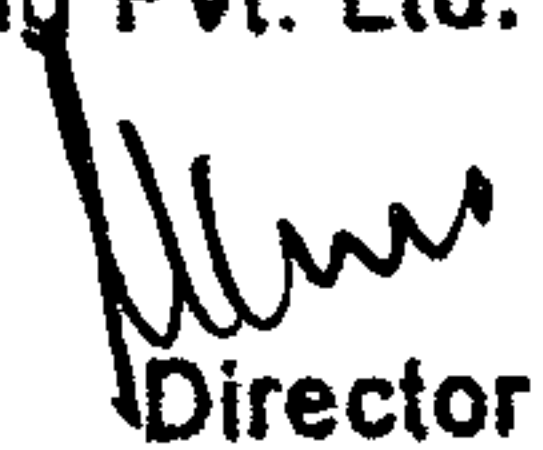

Director

7. That the present agreement is executed with the clear stipulations that the land of the land owner is free from all encumbrances, charges, liens, and there is no defect in the title of the land owner. However, in the event there is any claim or claims by any third party and/or there is any litigation effecting the title of the land owner, it shall be the sole responsibility of the land owner to rectify the defect and make out a good and marketable title without causing any prejudice or loss to Orris and/or to other land owners and the land owner do hereby keep Orris indemnified on the aforementioned account.
8. It is clearly understood between the parties that after signing this agreement the Land Owner have no right to interfere in any manner to Orris or the Developer in concern of the development or disposal of the said Land except getting its share.
9. That the land owner shall provide all necessary assistance and cooperation to Orris and furnish all necessary information and documents and/or clarifications as may be sought for by any authority or authorities while examining the title of the land owner for grant of LOI and also subsequent thereto till the completion of the entire project.
10. That all original document in respect of the said property are presently lying with the land owner who shall make the same available to Orris at the time of making application for grant of the necessary licence and upon grant of the letter of intent Orris shall be entitled to hold the said document with full authority to create any charge or encumbrances on the said land and also

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Orris Land & Housing Pvt. Ltd.


Director

with authority to deposit the title deeds with any Banks/Financial institutions with intention to create mortgage. In the event any document/agreement is required to be signed by the land owner, the land owner shall sign and execute all such documents in favour of Banks/Institutions for facilitating the mortgage. However such charge shall not prejudice the receivable of the land owner under this agreement.

11. That all dues in respect of the land including any land revenue or taxes payable in respect of the said land up to this date shall be the sole liability of the land owner. However, all the EDC, IDC and any other charges payable to any authority or authorities for developing the said land as a Commercial/Residential project shall be the sole liability of Orris.
12. That in case of any dispute or difference arising between the partners touching the interpretation of the terms of this deed or any matter whatsoever the same shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or replacement thereof.
13. That in case of any dispute or difference arising between the parties touching the interpretation of the terms of this Agreement or any matter whatsoever the same shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended up-to-date.

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Orris Land & Housing Pvt. Ltd.


Director

IN WITNESS WHEREOF the parties hereto have signed this **Interse Agreement** on the day, month and year first above written.

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

SIGNED AND DELIVERED by the
within named ORRIS


Orris Land & Housing Pvt. Ltd.


Director


SIGNED AND DELIVERED by the
within named LAND OWNER

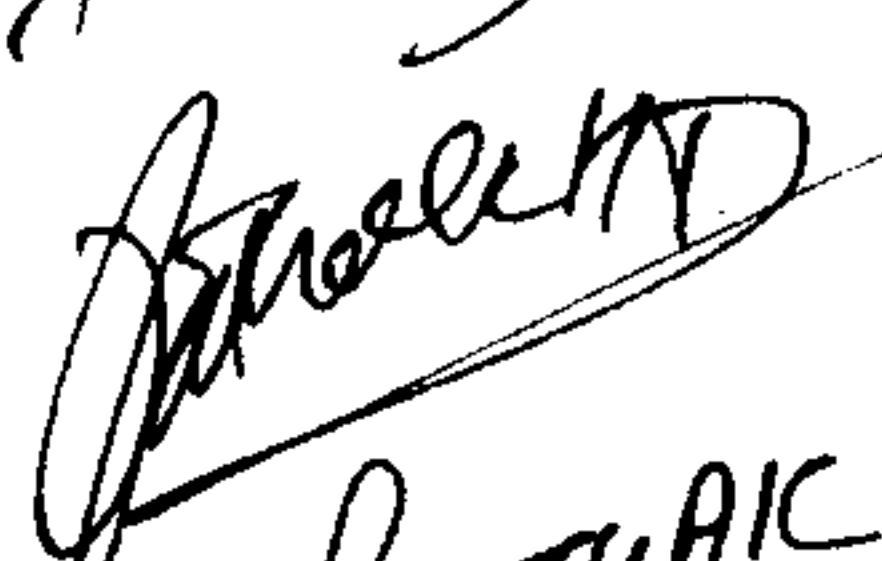
WITNESSES:

1.


H.D. PATHAK & S.D. Pathak.
Shyam Nagar Palwal - 121102.

2.


Deepak Chakrabarty
Spoh. M.R. Chakrabarty
24744 DDA Plot
Kalkaji Delhi

drafted by

H.D. PATHAK Ach.

		SHEDULE-A		ORRIS LAND & HOUSING			
S.NO.	Sr.Reg. No.	VILLAGE	TOTAL AREA	KANAL	MARLA	VASIKA NO.	MUTATION NO.
11	164/299	Hayatpur	10	10	10	24539	2285
			10	10			
		TOTAL	191	1			
			1.312	ACRE			

LAND DETAILS

RECT.No.29,Kila No.10/1(5-7),9/1(5-3);Total (10-10), Salam, FIELD 2, Total Measuring 10 Kanal 10 Marla

Orri's Land & Housing Pvt. Ltd.

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR


Director

15061
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R. D. SINGH
S. D. SINGH
Feb. GURGAON

COLLABORATION AGREEMENT

This Agreement is made at Gurgaon on this 5 day of April, 2011.

BETWEEN
MANDOR

M/s. ORRIS INFRASTRUCTURE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its office at J - 10/5, DLF Phase II, M. G. Road, Gurgaon through its Authorized Signatory, Mr. Amit Gupta, duly authorized vide a Board Resolution dated 4/09/07 and herein after referred to as ORRIS of the **ONE PART.**

AND

M/s. ORRIS LAND AND HOUSING PRIVATE LIMITED, a company incorporated under The Companies Act, 1956, having its registered office at RZ - D - 5, Mahavir Enclave, New Delhi - 110045 through its Authorized Signatory, Sh. Vijay Gupta, duly authorized vide a Board Resolution dated 21/2/07 and hereinafter referred to as the "land owner" of the **OTHER PART.**

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, administrator, nominees and assignees.

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land bearing Khewat/ Khata No. 1/1, Mustil No. 52, Killa No. 2 (8-0), 3 (8-0), 4 (5-2), Mustil No. 55, Killa No. 22 (8-0), 23 (8-0), 24/1 (4-0), Kita 6 land measuring 41 Kanal 2 Marla up to the extent of 707/822 share which comes to total area of 35 Kanal 7 Marla, Khewat/ Khata No. 105/67, Mustil No. 55, Killa No. 5 (8-0), 6/2min. (4-2), 7/1min. (0-7), 15min. (3-5), Mustil No. 56, Killa No. 1 (8-0), 2 (8-0), 9 (8-0), 10/1 (4-13), 10/2 (3-7), 11 (7-3), 12 (7-7), Mustil No. 30, Killa No. 21 (8-0), 22 (8-0), Mustil No. 31,

Orris Land & Housing Pvt. Ltd.

[Signature]
Authorized Signatory

For Orris Infrastructure Pvt. Ltd.

[Signature]
Authorized Signatory

प्रलेख नः 25

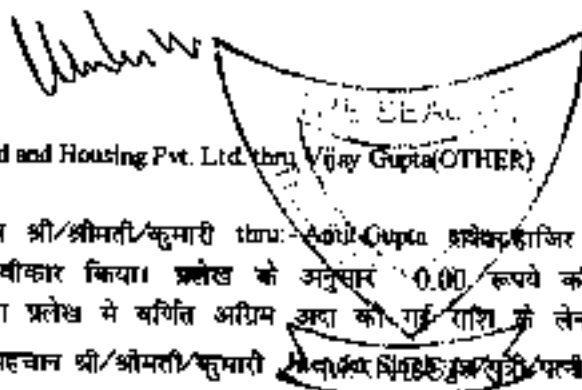
दिनांक 05/04/2011

डॉकू संख्या विवरण	
डॉकू का नाम AGREEMENT	
तहसील/सब-तहसील Manesar	गांव/शहर -
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 2,906,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
रुपये	

Drafted By: Satish Yadav, Adv.

यह प्रलेख आज दिनांक 05/04/2011 दिन मंगलवार समय 12:22:00PM बजे श्री/श्रीमती/कुमारी M/s. Orris Land and Housing Pvt. Ltd. श्री/श्रीमती/कुमारी निवासी RZ-D-5, Mahavir Enclave, N. Delhi-110045 द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता



उप/सर्वोक्त पंजीयन अधिकारी
Manesar संयुक्त सब रजिस्ट्रार
मानेसर

श्री M/s. Orris Land and Housing Pvt. Ltd. thru, Vijay Gupta (OTHER)

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी thru, Vijay Gupta शपथदाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अधिम अदा की गई राशि को लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Kheer Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Kehri Singh निवासी 1157, बिल्डिंग/श्रीमती/कुमारी Sany Gupta पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Kheer Chand Gupta निवासी Heilly Mandi, Patwadi, Gurgaon सेक्शन: 1 को हम नम्बरदार/अभिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 05/04/2011

उप/सर्वोक्त पंजीयन अधिकारी
Manesar संयुक्त सब रजिस्ट्रार
मानेसर

Killa No. 25/2 (3-16), Kita 14 land measuring 82 Kanal 0 Marla up to the extent of 6/175 share which comes to total area of 2 Kanal 16 Marla, Khewat/ Khata No. 315/379, Mustil No. 52, Killa No. 9/3 (1-11) Salam, Khewat/ Khata No. 229/185, Mustil No. 30, Killa No. 15min. (6-16) Salam, Total Area of All Khewat/ Khata No. is 46 Kanal 10 Marla vide jamabandi year 2004-2005 situated in the revenue estate of Hayatpur, Tehsil & District - Gurgaon, Haryana hereinafter referred to as "the said Land".

AND WHEREAS the land owner represents that as per the Master Plan of Gurgaon the said land falls in the residential zone.

AND WHEREAS the land owner has lack of expertise and wants to develop the said land in keeping with the master plan, however as the land owner has about 5.812 Acres of land, the land owner is not in a position to carry out the development of the said land as such has been looking for developer/collaborator to join hands with the land owner.

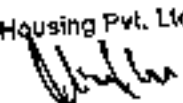
AND WHEREAS Orris has the expertise and resources in development of real estate and is doing projects either on its own or in collaboration with other reputed builders and is in the process of negotiation with various land owners for development of a colony in keeping with the provisions of the local laws.

AND WHEREAS after ascertaining the capability of Orris and also ascertaining that Orris is in talk with the other land owners of adjacent land for developing a Colony, the land owner herein has approach Orris with an offer to make the land of the land owner also a part of the proposed Colony.

NOW, THEREFORE, THIS COLLABORATION AGREEMENT WITNESSETH as under:-

1. The Land Owner hereby empowers Orris to negotiate with various other land owners of adjacent area and consolidate the minimum required land for development of a Colony so as to include the land of the land owner herein.

Orris Land & Housing Pvt. Ltd.


Authorised Signatory

For Orris Infrastructure Pvt. Ltd.


Authorised Signatory

Reg. No.
25

Reg. Year
2011-2012

Book No.
1



प्रेषकर्ता

प्रेषकर्ता

Vijay Gupta



दावेदार

दावेदार

Daar: Amit Gupta



गवाह

गवाह 1:- Jitender Singh

गवाह 2:- Sanjay Gupta

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 25 आज दिनांक 05/04/2011 को बही न: 1 जिल्द न: 1 के पृष्ठ न: 1 पर पंजीकृत किया गया तथा इसको एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 1 के पृष्ठ सख्या 2 से 3 पर छिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुल मेरे सामने किये हैं।

दिनांक 05/04/2011



उप/सर्वोक्त पंजीयन अधिकारी
मानसरोवर
मानसरोवर

2. The land owner hereby grants its irrevocable consent/approval in favour of Orris to develop the said land as a part of the larger colony either on its own or through any other developer/collaborator and on terms and conditions as may be decided by Orris at its absolute discretion with full authority and power to market the development including plotted area, group housing area, commercial area and other facilities and amenities as is available to the said colony and derive all profits and benefits there from including power and authority to receive the entire sale consideration in the name of Orris or in the name of its nominee or assignee at the absolute discretion of Orris.
3. That in lieu of the land owner granting irrevocable power in favour of Orris for making the said land as a part of a larger colony and applying for and obtaining all necessary permissions and approvals and thereafter developing a colony either through its own or through any other person or persons and marketing the entire project and receiving the entire sale consideration in its name, Orris shall allot in favour of the land owner plotted area measuring 1000 sq. yds per Acre in the proposed colony to be developed on the said land along with the land of the adjacent land owners.
4. That in case, Orris fails to obtain the licence for development of the said land and allot the aforesaid plotted area within 3 (Three) years from the date of this Collaboration Agreement or any further period as may be mutually extended by the parties, in that event the land owner shall be entitled to receive a sum of Rs. 3,27,00,000/- per Acre from Orris and after the aforesaid sum is paid to the land owner, the Orris shall stand fully discharged of its obligation(s) towards the land owner as stipulated under this Collaboration Agreement. The Security amount already paid to the land owner by the Orris shall be adjusted towards the aforesaid amount of Rs. 29,06,000/-.
5. That Orris will be empowered and authorized to consolidate the said land along with adjacent land of other land owners for development of a Colony with full

Orris Land & Housing Pvt Ltd.
Authorized Signatory

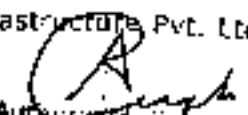
For Orris Infrastructure Pvt. Ltd.
Authorized Signatory

authority to identify the Developers. Orris shall be solely responsible to carry all the work relating to the development of land and the Land Owners shall have no say in the same. The obligation of Orris shall be inter alia as under:-

- a) At time of signing of this agreement the ORRIS has paid the security amount of Rs. 5,00,000/- per acre as advance to the Land Owner which will be refunded when the Land Owner get its allocation.
- b) The advance has been paid in the following manner:-
Rs. 29,06,000/-, Cheque No 245868, dated 01-04-11, drawn on Axis Bank Ltd., Gurgaon.
- c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Orris;
- d) to apply for change of land use of the said land and deposit all application money, licence fee and other charges as may be required either through its own sources or through any other developer/Collaborator at the absolute discretion of Orris.
- e) to prepare the blue print for development on the said land;
- f) to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land;
- g) to identify a-reputed Developer for development on the said land either through private negotiations or through advertisement and enter into necessary agreement with such developer.
- h) To coordinate with the Developer during the course of the development and for that purpose to engage architect, engineer etc.

For Orris Infrastructure Pvt. Ltd.


Authorized Signatory

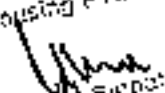

Authorized Signatory

- i) To engage and employ all work forces as may be required in the said Project for securing the interest of the land owner.
- j) To market the entire project including the plotted area, group housing area, commercial area and all other facilities and amenities as provided in the said colony and for that purpose to sign and execute all necessary documents, agreements including allotment letter, agreement to sell, plot buyers agreement, space buyers agreement, apartment buyers agreement, sale deed, gift deed, lease deed, licence deed or any other instrument or instructions as may be required from time to time for conveying interest in the said colony or part thereof in favour of the prospective buyer.
- k) To receive the entire sale consideration, deposit, lease rent, refundable security deposit in its own name, from any such prospective buyer, tenant, occupant etc. in the said project.
6. That in order to facilitate Orris to achieve the object of this Agreement, the land owner shall execute a power of attorney in favour of M/s. Orris Infrastructure Private Limited through its Authorized Signatory, Shri Amit Gupta son of Sh. Vijay Gupta resident of C - 3/260, Janakpuri, New Delhi - 110058 who shall have full authority and power to act jointly or severally as may be decided by the attorney from time to time and the said power of attorney shall not be revoked or cancelled for any reason whatsoever except when so requested by Orris in writing and if so desired by Orris to revoke the aforementioned power of Attorney and execute fresh power of Attorney but only at the discretion of Orris. However, it is clearly agreed and understood between the parties that the execution of the power of attorney does not absolve the land owner of its responsibility to sign and execute various papers and documents, if so required by Orris.


Orris Land & Housing Pvt. Ltd.
Authorized Signatory

For Orris Infrastructure Pvt. Ltd.
Authorized Signatory

7. That in the event Orris fails to obtain the licence and/or the land can not be developed as a colony, then in that event Orris shall have full authority and power to explore possibility of alternate development.
8. That the present agreement is executed with the clear stipulations that the land of the land owner is free from all encumbrances, charges, liens, and there is no defect in the title of the land owner. However, in the event there is any claim or claims by any third party and/or there is any litigation affecting the title of the land owner, it shall be the sole responsibility of the land owner to rectify the defect and make out a good and marketable title without causing any prejudice or loss to Orris and/or to other land owners and the land owner do hereby keep Orris indemnified on the aforementioned account.
9. That the land owner shall provide all necessary assistance and cooperation to Orris and furnish all necessary information and documents and/or clarifications as may be sought for by any authority or authorities while examining the title of the land owner for grant of LOI and also subsequent thereto till the completion of the entire project.
10. That all original document in respect of the said property are presently lying with the land owner who shall make the same available to Orris at the time of making application for grant of the necessary licence and upon grant of the letter of intent Orris shall be entitled to hold the said document with full authority to create any charge or encumbrances on the said land and also with authority to deposit the title deeds with any Banks/Financial institutions with intention to create mortgage. In the event any document/agreement is required to be signed by the land owner, the land owner shall sign and execute all such documents in favour of Banks/Institutions for facilitating the mortgage. However such charge shall not prejudice the receivable of the land owner under this agreement.

Orris Land & Housing Pvt. Ltd.

Authorized Signatory

For Orris Infrastructure Pvt. Ltd.


Authorized Signatory

11. That all dues in respect of the land including any land revenue or taxes payable in respect of the said land up to this date shall be the sole liability of the land owner. However, all the EDC, IDC and any other charges payable to any authority or authorities for developing the said land as a colony shall be the sole liability of Orris.
12. That in case of any dispute or difference arising between the partners touching the interpretation of the terms of this deed or any matter whatsoever the same shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or replacement thereof.

IN WITNESS WHEREOF the parties hereto have signed this Collaboration Agreement on the day, month and year first above written.

For Orris Infrastructure Pvt. Ltd.

Authorized Signatory

SIGNED AND DELIVERED by the
within named ORRIS

SIGNED AND DELIVERED by the
within named LAND OWNER

WITNESSES:

1. Sanjay Gurbachsh Ramchand Gupta
R6 Rd. 8.2. Hadley Mandi (Patodi)
Gurgaon (HR)
2. Jinder Singh S/o Keshu Singh
1157 Section 15 Sonapat

वही नं. 25 वही वही नं. 1
 116 20-5-52
 दिनांक 24/5/52
 किया गया।

संयुक्त सचिव सचिवद्वारा
 माना



ADDENDUM TO AGREEMENT DATED 24th OCTOBER, 2007

THIS ADDENDUM to the Agreement dated 24th October, 2007 and Addendum dated 1st December, 2007 is made and executed at Gurgaon on this _____ day of _____, 2011;

BETWEEN

M/s. ORRIS INFRASTRUCTURE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at RZ-D-5, Mahavir Enclave, New Delhi-110045 through its Director Mr. Amit Gupta duly authorized vide a Board Resolution dated _____ and hereinafter referred to as the "**ORRIS**" of the **ONE PART.**

AND

M/s. ORRIS LAND AND HOUSING PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at RZ-D-5, Mahavir Enclave, New Delhi-110045 through its Director Mr. Vijay Gupta duly authorized vide a Board Resolution dated _____ and hereinafter referred to as the "**Land owner**" of the **OTHER PART.**

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, legal representatives, administrator, nominees and assignees. The parties Orris and the land owner are hereinafter collectively referred to as "**Parties**" and individually as "**the Party**".

Orris Land & Housing Pvt. Ltd.

Authorised Signatory

For ORRIS INFRASTRUCTURE PVT. LTD.

Authorised Signatory

WHEREAS the Land Contract and Deed have been entered into an Agreement dated 24th October, 2007 (hereinafter referred to as the Agreement) and Dated 09/09/2008, Book No. 1, Vol. No. 9/53 at Page No. 140, Addl. Book No. 1, Vol. No. 632 pages 43 to 44 with the Sub-Registrar, Gurgaon and Addendum, Dated 4th December, 2007 (herein after jointly referred to as the said Agreement) for development of a Colony on land measuring 22.56 acres (approx.) as detailed in the said Agreement situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land");

AND WHEREAS part of the said land total admeasuring 7 Kanal 16 Marla bearing Rect. No. 19, Kila No. 13/1(8-16) up to the extent of 8/9 share which comes to 7 Kanal 16 Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) has been transferred by way of exchange (Tabadla) with similar other land total admeasuring 7 Kanal 16½ Marla bearing Rect. No. 55 Kila No. 5(8-0); Rect. No. 56, Kila No. 10/2 (3-7), 1 (8-0), 2 (8-0), 9 (8-0), 10/1 (4-13), 12 (7-7); Rect. No. 30, Kila No. 21 (8-0), 22 (8-0); Rect. No. 31, Kila No. 25/2 (3-16), Total Kita 10, Total Measuring 67 Kanal 3 Marla, up to the extent of 313/2686 share which comes to 7 Kanal 16½ Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) by virtue of Transfer Deed (Tabadlanama), Dated 19th May, 2011 duly registered as document no. 1327, Book No. 1, Vol. No. 12,951 registered at Page No. 123, Addl. Book No. 1 Vol. No. 1,228 pages 43 to 44 with the Sub-Registrar, Gurgaon, and thus it has necessitated the parties to make necessary amendments in the said Agreement to that effect;

AND WHEREAS, both the parties hereto are desirous of executing an Addendum to the said Agreement dated 24th October, 2007 and Addendum dated 4th December, 2007 and have agreed on the terms of this Addendum as hereinafter stated:

Signature

Name

- 2 -

Signature

Name
PUNJAB INFRASTRUCTURE PVT. LTD.

NOW THIS ADDENDUM TO THE AGREEMENTS WITNESSES AS FOLLOWS:

1. That land total admeasuring 7 Kanal 16 1/2 Marla bearing Rect. No. 19, Kila No. 13/1 (8-11) up to the extent of 8/9 share which comes to 7 Kanal 16 Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) stands deleted/Omitted from the Schedule "A" of the said Agreements.
2. That land total admeasuring 7 Kanal 16 1/2 Marla bearing Rect. No. 55 Kila No. 5(8-0); Rect. No. 56, Killa No. 10/2 (3-7), 1 (8-0), 2 (8-0), 9 (8-0), 10/1 (4-13), 12 (7-7); Rect. No. 30, Killa No. 21 (8-0), 22 (8-0); Rect. No. 31, Killa No. 25/2 (3-16), Total Kita 10, Total Measuring 67 Kanal 3 Marla, up to the extent of 313/2686 share which comes to 7 Kanal 16 1/2 Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) be added in the Schedule "A". The land is more fully described in new "Schedule-A" attached here with to this Addendum.
3. That the Schedule "A" attached to this Addendum will replace the Schedule "A" of the Agreement dated 24th October, 2007 and be read and considered as part and parcel of the said Agreements for all purposes.
4. That all other terms and conditions of the Agreement dated 24th October, 2007 and Addendum dated 4th December, 2007 shall remain the same and in force.
5. This Addendum shall form an integral part of the Agreement dated 24th October, 2007 and Addendum dated 4th December, 2007 executed between the parties and shall be concurrent and

Om's Land & Housing Pvt. Ltd.


Authorised Signatory

- 3 -

For OM'S INFRASTRUCTURE PVT. LTD.


Authorised Signatory

in connection with the Agreement dated 14th October, 2007 and
dated 14th October, 2007.

IN WITNESS WHEREOF the parties have executed this Addendum
on the day, month and year first above written in the presence of
witnesses:

SIGNED AND DELIVERED by the
Within named ORRIS

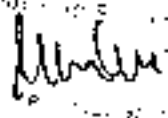
SIGNED AND DELIVERED by the
Within named LAND OWNER

FOR ORRIS INFRASTRUCTURE PVT. LTD.


Authorized Signatory

WITNESSES:

1.


Witness 1

2.

SCHEDULE-A					M/s ORRIS LAND & HOUSING - Addendum to Agreement, Dated 25 October 2007	
S.NO.	Sr.Reg.	VILLAGE	TOTAL AREA	VASIKA NO.	MUTATION NO.	LAND DETAILS
1	44/88	Hayatpur	4	22670	1706	RECT.No.8,Killa No.11(8-11),19(8-0),20(8-0),21(8-0),Total (33-11),Share 33.5% FIELD 5,Total Measuring 4 Kanal 0 Marla RECT.No.55,Killa No.18/1(0-14),18/2(1-2),17(7-7),18/2(2-13),24/2(4-0),25(2-5),13(1-0);RECT.No.58,Killa No.18/2(2-11),19(3-8),Total (28-11),Selam, Measuring 26 Kanal 1 Marla;RECT.No.59,Killa No.26(0-14),Share 1/4,Measuring 0 Kanal 3.5 Marla FIELD 10,Total Measuring 28 Kanal 14.5 Marla
2	45/87	Hayatpur	28	22856	1707	Rectangle No. 16, Killa No 15 (8-0) & Rectangle No 20 Killa No 23 (7-18) 3 Rectangle No. 21, Killa No. 3 (8-0), 8 (8-0), 11 (8-0), 12 (8-0), 13 (8-0), 19/1 (4-0), 20 (8-0) Field 5 area measuring 67 Kanal 18 Marla to the extent of 513/1358 share i.e. 25 Kana 13 Marla RECT.No.18,Killa No.16/2(2-10-15),17(8-0),24(8-0),25(8-0);RECT.No.20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36,37,38,39,40,41,42,43,44,45,46,47,48,49,50,51,52,53,54,55,56,57,58,59,60,61,62,63,64,65,66,67,68,69,70,71,72,73,74,75,76,77,78,79,80,81,82,83,84,85,86,87,88,89,90,91,92,93,94,95,96,97,98,99,100,101,102,103,104,105,106,107,108,109,110,111,112,113,114,115,116,117,118,119,120,121,122,123,124,125,126,127,128,129,130,131,132,133,134,135,136,137,138,139,140,141,142,143,144,145,146,147,148,149,150,151,152,153,154,155,156,157,158,159,160,161,162,163,164,165,166,167,168,169,170,171,172,173,174,175,176,177,178,179,180,181,182,183,184,185,186,187,188,189,190,191,192,193,194,195,196,197,198,199,200,201,202,203,204,205,206,207,208,209,210,211,212,213,214,215,216,217,218,219,220,221,222,223,224,225,226,227,228,229,230,231,232,233,234,235,236,237,238,239,240,241,242,243,244,245,246,247,248,249,250,251,252,253,254,255,256,257,258,259,260,261,262,263,264,265,266,267,268,269,270,271,272,273,274,275,276,277,278,279,280,281,282,283,284,285,286,287,288,289,290,291,292,293,294,295,296,297,298,299,300,301,302,303,304,305,306,307,308,309,310,311,312,313,314,315,316,317,318,319,320,321,322,323,324,325,326,327,328,329,330,331,332,333,334,335,336,337,338,339,340,341,342,343,344,345,346,347,348,349,350,351,352,353,354,355,356,357,358,359,360,361,362,363,364,365,366,367,368,369,370,371,372,373,374,375,376,377,378,379,380,381,382,383,384,385,386,387,388,389,390,391,392,393,394,395,396,397,398,399,400,401,402,403,404,405,406,407,408,409,410,411,412,413,414,415,416,417,418,419,420,421,422,423,424,425,426,427,428,429,430,431,432,433,434,435,436,437,438,439,440,441,442,443,444,445,446,447,448,449,450,451,452,453,454,455,456,457,458,459,460,461,462,463,464,465,466,467,468,469,470,471,472,473,474,475,476,477,478,479,480,481,482,483,484,485,486,487,488,489,490,491,492,493,494,495,496,497,498,499,500,501,502,503,504,505,506,507,508,509,510,511,512,513,514,515,516,517,518,519,520,521,522,523,524,525,526,527,528,529,530,531,532,533,534,535,536,537,538,539,540,541,542,543,544,545,546,547,548,549,550,551,552,553,554,555,556,557,558,559,560,561,562,563,564,565,566,567,568,569,570,571,572,573,574,575,576,577,578,579,580,581,582,583,584,585,586,587,588,589,590,591,592,593,594,595,596,597,598,599,600,601,602,603,604,605,606,607,608,609,610,611,612,613,614,615,616,617,618,619,620,621,622,623,624,625,626,627,628,629,630,631,632,633,634,635,636,637,638,639,640,641,642,643,644,645,646,647,648,649,650,651,652,653,654,655,656,657,658,659,660,661,662,663,664,665,666,667,668,669,670,671,672,673,674,675,676,677,678,679,680,681,682,683,684,685,686,687,688,689,690,691,692,693,694,695,696,697,698,699,700,701,702,703,704,705,706,707,708,709,710,711,712,713,714,715,716,717,718,719,720,721,722,723,724,725,726,727,728,729,730,731,732,733,734,735,736,737,738,739,740,741,742,743,744,745,746,747,748,749,750,751,752,753,754,755,756,757,758,759,760,761,762,763,764,765,766,767,768,769,770,771,772,773,774,775,776,777,778,779,780,781,782,783,784,785,786,787,788,789,790,791,792,793,794,795,796,797,798,799,800,801,802,803,804,805,806,807,808,809,810,811,812,813,814,815,816,817,818,819,820,821,822,823,824,825,826,827,828,829,830,831,832,833,834,835,836,837,838,839,840,841,842,843,844,845,846,847,848,849,850,851,852,853,854,855,856,857,858,859,860,861,862,863,864,865,866,867,868,869,870,871,872,873,874,875,876,877,878,879,880,881,882,883,884,885,886,887,888,889,890,891,892,893,894,895,896,897,898,899,900,901,902,903,904,905,906,907,908,909,910,911,912,913,914,915,916,917,918,919,920,921,922,923,924,925,926,927,928,929,930,931,932,933,934,935,936,937,938,939,940,941,942,943,944,945,946,947,948,949,950,951,952,953,954,955,956,957,958,959,960,961,962,963,964,965,966,967,968,969,970,971,972,973,974,975,976,977,978,979,980,981,982,983,984,985,986,987,988,989,990,991,992,993,994,995,996,997,998,999,1000,1001,1002,1003,1004,1005,1006,1007,1008,1009,1010,1011,1012,1013,1014,1015,1016,1017,1018,1019,1020,1021,1022,1023,1024,1025,1026,1027,1028,1029,1030,1031,1032,1033,1034,1035,1036,1037,1038,1039,1040,1041,1042,1043,1044,1045,1046,1047,1048,1049,1050,1051,1052,1053,1054,1055,1056,1057,1058,1059,1060,1061,1062,1063,1064,1065,1066,1067,1068,1069,1070,1071,1072,1073,1074,1075,1076,1077,1078,1079,1080,1081,1082,1083,1084,1085,1086,1087,1088,1089,1090,1091,1092,1093,1094,1095,1096,1097,1098,1099,1100,1101,1102,1103,1104,1105,1106,1107,1108,1109,1110,1111,1112,1113,1114,1115,1116,1117,1118,1119,1120,1121,1122,1123,1124,1125,1126,1127,1128,1129,1130,1131,1132,1133,1134,1135,1136,1137,1138,1139,1140,1141,1142,1143,1144,1145,1146,1147,1148,1149,1150,1151,1152,1153,1154,1155,1156,1157,1158,1159,1160,1161,1162,1163,1164,1165,1166,1167,1168,1169,1170,1171,1172,1173,1174,1175,1176,1177,1178,1179,1180,1181,1182,1183,1184,1185,1186,1187,1188,1189,1190,1191,1192,1193,1194,1195,1196,1197,1198,1199,1200,1201,1202,1203,1204,1205,1206,1207,1208,1209,1210,1211,1212,1213,1214,1215,1216,1217,1218,1219,1220,1221,1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222,2223,2224,2225,2226,2227,2228,2229,2230,2231,2232,2233,2234,2235,2236,2237,2238,2239,2240,2241,2242,2243,2244,2245,2246,2247,2248,2249,2250,2251,2252,2253,2254,2255,2256,2257,2258,2259,2260,2261,2262,2263,2264,2265,2266,2267,2268,2269,2270,2271,2272,2273,2274,2275,2276,2277,2278,2279,2280,2281,2282,2283,2284,2285,2286,2287,2288,2289,2290,2291,2292,2293,2294,2295,2296,2297,2298,2299,2300,2301,2302,2303,2304,2305,2306,2307,2308,2309,2310,2311,2312,2313,2314,2315,2316,2317,2318,2319,2320,2321,2322,2323,2324,2325,2326,2327,2328,2329,2330,2331,2332,2333,2334,2335,2336,2337,2338,2339,2340,2341,2342,2343,2344,2345,2346,2347,2348,2349,2350,2351,2352,2353,2354,2355,2356,2357,2358,2359,2360,2361,2362,2363,2364,2365,2366,2367,2368,2369,2370,2371,2372,2373,2374,2375,2376,2377,2378,2379,2380,2381,2382,2383,2384,2385,2386,2387,2388,2389,2390,2391,2392,2393,2394,2395,2396,2397,2398,2399,2400,2401,2402,2403,2404,2405,2406,2407,2408,2409,2410,2411,2412,2413,2414,2415,2416,2417,2418,2419,2420,2421,2422,2423,2424,2425,2426,2427,2428,2429,2430,2431,2432,2433,2434,2435,2436,2437,2438,2439,2440,2441,2442,2443,2444,2445,2446,2447,2448,2449,2450,2451,2452,2453,2454,2455,2456,2457,2458,2459,2460,2461,2462,2463,2464,2465,2466,2467,2468,2469,2470,2471,2472,2473,2474,2475,2476,2477,2478,2479,2480,2481,2482,2483,2484,2485,2486,2487,2488,2489,2490,2491,2492,2493,2494,2495,2496,2497,2498,2499,2500,2501,2502,2503,2504,2505,2506,2507,2508,2509,2510,2511,2512,2513,2514,2515,2516,2517,2518,2519,2520,2521,2522,2523,2524,2525,2526,2527,2528,2529,2530,2531,2532,2533,2534,2535,2536,2537,2538,2539,2540,2541,2542,2543,2544,2545,2546,2547,2548,2549,2550,2551,2552,2553,2554,2555,2556,2557,2558,2559,25

10/68/99	Hayatpur	1	9	22860	1760	RECT. No. 15, Kila No. 16 (8-0), 17 (8-0), 18 (8-0); RECT. No. 10, Kila No. 2 (2/4-0) 20 (8-0); (35-0), Share 1/26, FIELD 5, Total Measuring 1 Kanal 9 Marla
21 217/403	Hayatpur	7	16.5	1327		RECT. No. 55, Kila No. 5 (8-0), RECT. No. 55, Kila No. 10/2 (3-7), 1 (8-0); 2 (8-0) 3 (8-0), 10 (1-0), 13), 12 (7-7), Rect. No. 30, Kila No. 21 (8-0), 22 (8-0), Rect. No. 31 Kila No. 25 (2-5-0); Total (67-3), Share 313/2885, Measuring 7 Kanal 16.5 Marla; FIELD 10, Total Measuring 7 Kanal 16.5 Marla
		175	95.5			
	TOTAL	179 K	15.5 M			
		22.471	ACRE			

TOP GRIS INFRASTRUCTURE BV, LTD.

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INDIA NON JUDICIAL

हरियाणा HARYANA

B 396704

AGREEMENT

This Agreement is made at _____ on this 25 day of Oct, 2007.

BETWEEN

ORRIS INFRASTRUCTURE PVT. LTD. a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/26a Janakpuri New Delhi through its Director Amit Gupta herein after referred to as ORRIS of the ONE PART.

AND

Oscar Land & Housing Pvt. Ltd. a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/26a Janakpuri New Delhi - 110058 through its Director Vijay Gupta duly
Oscar Land & Housing Pvt. Ltd. For ORRIS INFRASTRUCTURE PVT. LTD.

Director

DIRECTOR

अतिरिक्त 2-मास

22/5/08
1-2
5/1

प्रलेख नं: 3313

दिनांक 06/05/2008

डॉड संबंधी विवरण	
डॉड का नाम AGREEMENT	
तहसील/सब तहसील गुडगांव	मकान नं
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 3,000,000.00 रुपये	स्टाम्प ड्यूटी की राशि 100.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	वेस्टिंग शुल्क 2.00 रुपये

Drafted By: H.D Pathak, Adv.

यह प्रलेख आज दिनांक 06/05/2008 दिन भगलवार समय बजे श्री/श्रीमती/कुमारी M/s. Orris Infia पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी C-3/260, Janakpuri, N.Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुत की

श्री M/s. Orris Infia Pvt. Ltd. thru Amit Gupta (OTHER)

उप/सर्वोक्त पंजीयन अधिकारी
सब रजिस्ट्रार
गुडगांव

उपरोक्त पेशवा श्री/श्रीमती/कुमारी thru: Vijay Gupta दख्खर हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दख्खर ने मेरे समक्ष पेशवा को अदा की तथा प्रलेख में वर्णित अधिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी H.D Pathak पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Deepak Chakkarborty पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी M.R. Chakkarborty निवासी 22/744, DDA Flats, दिल्ली के द्वारा उनके कर्तबदार/अधियक्ता के रूप में जानने है तथा वह साक्षी नं:2 की पहचान करता है।

दिनांक 06/05/2008

उप/सर्वोक्त पंजीयन अधिकारी

गुडगांव

सब रजिस्ट्रार

गुडगांव

authorized vide a Board Resolution dated 5.12.2014 and hereinafter referred to as the "land owner" of the **OTHER PART**.

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, administrator, nominees and assignees.

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land measuring about _____ hectares (i.e. about 23 acres) and more fully described in 'Schedule-A' written hereunder and hereinafter referred to as SAID LAND.

AND WHEREAS the land owner represents that as per the Master Plan of Gurgaon the said land falls in the residential zone.

AND WHEREAS even if the land owner wants to develop the said land in keeping with the master plan, however as the land owner has only 23 Acres of land the land owner is not in a position to carry out the development of the said land as such has been looking for developer/collaborator to join hands with the land owner.

AND WHEREAS Orris has the expertise and resources in development of real estate and is doing projects either on its own or in collaboration with other reputed builders and is in the process of negotiation with various land owners for development of a colony in keeping with the provisions of the local laws.

AND WHEREAS after ascertaining the capability of Orris and also ascertaining that Orris is in talk with the other land owners of adjacent land for developing a Colony, the land owner herein has approach Orris with an offer to make the land of the land owner also a part of the proposed Colony.

NOW, THEREFORE, THIS INTERSE AGREEMENT WITNESSETH as under:-

Oscar Land & Housing Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Reg. No. 1113 Reg. Year 2008-2009 Book No. 1



पंखज



दायेश



गोपाल

पंखज
Anil Gupta

[Signature]

दायेश
Hru - Vijay Gupta

[Signature]

गोपाल - D.D. Pathak

[Signature]

* गोपाल 2 - Deepak Chakkarburty

[Signature]

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,313 आज दिनांक 06/05/2008 को बही नः 1 जिल्द नः 9,753 के पृष्ठ नः 140 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 832 के पृष्ठ सख्या 52 से 53 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुली मेरे सामने किये हैं।

दिनांक 06/05/2008

[Signature] उप/सद्व्यक्त पंजीयन अधिकारी
गुडगाँव

सीक नं० 3313 बही नं० 1
जिल्द नं० 1058 पृष्ठ नं० 1526 पर
चिपकाया गया
जिल्द नं० 832 पृष्ठ नं० 52
दिनांक 6/5/08 को दर्ज किया
गया।

Revenue Department

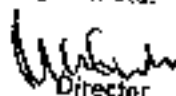
मुख्य अधिकारी
गुडगाँव

HARIS-EX

NIC-HSU

1. The Land Owner hereby empower Orris to negotiate with various other land owners of adjacent area and consolidate the minimum required land for development of a Colony so as to include the land of the land owner herein.
2. That upon Orris consolidating the requisite amount of land for development of a Colony, the land owner hereby grants its irrevocable approval in favour of Orris to develop the said land as a part of the larger colony either on its own or through any other developer/collaborator and on terms and conditions as may be decided by Orris at its absolute discretion with full authority and power to market the development including plotted area, group housing area, commercial area and other facilities and amenities as is available to the said colony and derive all profits and benefits therefrom including power and authority to receive the entire sale consideration in the name of Orris or in the name of its nominee or assignee at the absolute discretion of Orris.
3. That in lieu of the land owner granting irrevocable power in favour of Orris for making the said land as a part of a larger colony and applying for and obtaining all necessary permissions and approvals and thereafter developing a colony either through its own or through any other person or persons and marketing the entire project and receiving the entire sale consideration in its name, Orris shall allot in favour of the land owner plotted area measuring 1000 sq. yds in the proposed colony to be developed on the said land along with the land of the adjacent land owners. However after receipt of the licence, at the option of the land owner, Orris shall pay to the land owner a lump sum amount of Rs. 30,00,000/- Ac instead of the plotted area and upon such payment, the entitlement of the land owner in the plotted area shall automatically stands vested in favour of Orris and the Land Owner shall get the Land transferred in the name of the Developer or its nominee in parts of full at circle rate and their amount will be adjusted in the lump sum payment stated above. The Land Owner shall apply to DTCP for the transfer of Licence in favour of the Colonizer / Developer or its nominee.

Oscar Land & Housing Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

4. That Orris will be empowered and authorized to consolidate the said land along with adjacent land of other land owners for development of a Colony with full authority to identify the Developers. Orris shall be solely responsible to carry all the work relating to the development of land and the Land Owners shall have no say in the same. The obligation of Orris shall be inter alia as under:

(a) At the time of signing of this agreement the ORRIS has paid the consideration amount of Rs. 5,00,000/- per acre as advance to the Land Owner which will be either adjusted in the Land Owner's lump sum amount as stated above or refunded when the Land Owner get its allocation.

(b) The advance has been paid in the following manner:-

(i) Cheque No 011735 dated 24/10/07 amount Rs. 5,00,000/- drawn on UTI Bank.

(c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Orris;

(d) to apply for change of land use of the said land and deposit all application money, licence fee and other charges as may be required either through its own sources or through any other developer/Collaborator at the absolute discretion of Orris.

(e) to prepare the blue print for development on the said land;

(f) to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land

Oscar Land & Housing Pvt. Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

- (g) to identify a reputed Developer for development on the said land either through private negotiations or through advertisement and enter into necessary agreement with such developer.
- (h) To coordinate with the Developer during the course of the development and for that purpose to engage architect, engineer etc.
- (i) To engage and employ all work force as may be required in the said Project for securing the interest of the land owner.
- (j) To market the entire project including the plotted area, group housing area, commercial area and all other facilities and amenities as provided in the said colony and for that purpose to sign and execute all necessary documents, agreements including allotment letter, agreement to sell, plot buyers agreement, space buyers agreement, apartment buyers agreement, sale deed, gift deed, lease deed, licence deed or any other instrument or instructions as may be required from time to time for conveying interest in the said colony or part thereof in favour of the prospective buyer.
- (k) To receive the entire sale consideration, deposit, lease rent, refundable security deposit, from any such prospective buyer, tenant, occupant etc. in the said project.

5. That in order to facilitate Orris to achieve the object of this Agreement, the land owner have executed a power of attorney in favour of Shri Anil Kumar son of Mr. Vijay Kumar resident of C-3/26a Tis Hazuri ND and Shri _____ son of _____ resident of _____ nominees of Orris who shall have full authority and power to act jointly or severally as may be decided by the attorney from time to time and the said power of attorney shall not be revoked or

Oscar Land & Housing Pvt. Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR


cancelled for any reason whatsoever except when so requested by Orris in writing and if so desired by Orris to revoke the aforementioned power of Attorney and execute fresh power of Attorney but only at the discretion of Orris. However, it is clearly agreed and understood between the parties that the execution of the power of attorney does not absolve the land owner of its responsibility to sign and execute various papers and documents, if so required by Orris.

6. That in the event Orris fails to obtain the licence and/or the land can not be developed as a colony, then in that event Orris shall have full authority and power to explore possibility of alternate development and in the event such alternate development does not permit residential plotted development, the land owner shall be entitled to receive the fixed lump sum amount as mentioned in clause 3 hereinabove.
7. That the present agreement is executed with the clear stipulations that the land of the land owner is free from all encumbrances, charges, liens, and there is no defect in the title of the land owner. However, in the event there is any claim or claims by any third party and/or there is any litigation affecting the title of the land owner, it shall be the sole responsibility of the land owner to rectify the defect and make out a good and marketable title without causing any prejudice or loss to Orris and/or to other land owners and the land owner do hereby keep Orris indemnified on the aforementioned account.
8. It is clearly understood between the parties that after signing this agreement the Land Owner have no right to interfere in any manner to the Developer in concern of the development or disposal of the Said Land except getting its share.
9. In special case the Land Owner have right to cancel this agreement with mutual consent of the Developer before obtaining licence, in such case the Land Owner will refund the double amount.

Oscar Land & Housing Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

10. That the land owner shall provide all necessary assistance and cooperation to Orris and furnish all necessary information and documents and/or clarifications as may be sought for by any authority or authorities while examining the title of the land owner for grant of L.OI and also subsequent thereto till the completion of the entire project.
11. That all original document in respect of the said property are presently lying with the land owner who shall make the same available to Orris at the time of making application for grant of the necessary licence and upon grant of the letter of intent Orris shall be entitled to hold the said document with full authority to create any charge or encumbrances on the said land and also with authority to deposit the title deeds with any Banks/Financial institutions with intention to create mortgage. In the event any document/agreement is required to be signed by the land owner, the land owner shall sign and execute all such documents in favour of Banks/Institutions for facilitating the mortgage. However such charge shall not prejudice the receivable of the land owner under this agreement.
12. That all dues in respect of the land including any land revenue or taxes payable in respect of the said land upto this date shall be the sole liability of the land owner. However, all the EDC, IDC and any other charges payable to any authority or authorities for developing the said land as a colony shall be the sole liability of Orris.
13. That in case of any dispute or difference arising between the partners touching the interpretation of the terms of this deed or any matter whatsoever the same shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or replacement thereof.

Oscar Land & Housing Pvt Ltd.


Director

For ORRIS INFRASTRUCTURE PVT LTD.


DIRECTOR

SCHEDULE-A

Attached

IN WITNESS WHEREOF the parties hereto have signed this Interse Agreement on the day, month and year first above written.

SIGNED AND DELIVERED by the
within named ORRIS

Oscar Land & Housing Pvt. Ltd.

[Signature]
Director

SIGNED AND DELIVERED by the
within named LAND OWNER

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

WITNESSES:

1. *Geeta Chakraborty, w/o Sh. Vijay Kumar.*
H.No- 557/ Sec-7,
Gurgaon.

2. *Commf.*
Dipak Chakraborty -
20A flats.
Katkaji
New Delhi

Drafted by
[Signature]
H.D. [Signature]

		SCHEDULE-A		OSCAR LAND & HOUSING			
S.NO.	Sr.Reg. No.	VILLAGE	TOTAL AREA	VASIKA NO.	MUTATION NO.	LAND DETAILS	
			KANNAL MARLA				
1	23/84	Badha	4	11	23286		RECT.No.26,Kila No.11/2(5-16),8(8-0),12/3(1-2),13/1(3-6), Total (18-4), Share 1/4, FIELD 4, Total Measuring 4 Kanal 11 Marla
2	24/85	Badha	6	16	23279		RECT.No.8,Kila No.4(5-17),7(7-13),8(5-12),9(7-17),12/2(3-3),13(7-18),14(8-0),17/2(3-4),18/1(1-2),18/2(3-1),18/3(1-13), Total (55-10), Share 30/3/2476, FIELD 11, Total Measuring 6 Kanal 16 Marla
3	26/80	Badha	4	8	23283		RECT.No.29,Kila No.11/2(3-15),10(8-0),11/11/1(2-1),1/2(2(1-17),2/2(2(2-7),9(2-4);RECT.No.30,Kila No.4/2(2(1-12),4/3(1-16),5(8-0),6(8-0), Total (39-12), Share 1/9, FIELD 10, Total Measuring 4 Kanal 8 Marla
4	27/91	Badha	28	8	23280		RECT.No.29,Kila No.11/2(3-15),10(8-0),11/11/1(2-1),1/2(2(1-17),2/2(2(2-7),9(2-4);RECT.No.30,Kila No.4/2(2(1-12),4/3(1-16),5(8-0),6(8-0), Total (39-12), Share 2/3, FIELD 10, Total Measuring 26 Kanal 8 Marla
5	28/94	Badha	21	7	23838		RECT.No.8,Kila No.4(5-17),7(7-13),8(6-12),9(7-17),12/2(6-15),13(7-18),14(8-0),17/2(3-4),18/1(1-2),18/2(3-1),18/3(1-13), Total (80-2), Share 427/1110, FIELD 11, Total Measuring 21 Kanal 7 Marla
6	61/86	Hayatpur	10	2.5	23284		RECT.No.17,Kila No.7(8-0),14(8-0),23(7-12),4/1(2-17),16/2(3-12),17(8-0),24(8-0),9(7-14),13(8-0),18(8-0),25/1(1-0), Total (70-15), Share 193/1415, Measuring 9 Kanal 13 Marla;RECT.No.17,Kila No.26(2-14),27(0-12), Total (3-6), Share 1/16, Measuring 0 Kanal 4 Marla ;RECT.No.17,Kila No.25/1(1-0), Share 1/2, Measuring 0 Kanal 1.5 Marla ;RECT.No.17,Kila No.26(2-14),27(0-12), Total (3-6), Share 1/8, Measuring 0 Kanal 4 Marla, FIELD 16, Total Measuring 10 Kanal 2.5 Marla

Qurat Land & Housing
Director

NEW OARIS INFRASTRUCTURE PVT. LTD.

7 62/88	Hayatpur	10	0	23292	1725	RECT.No.18,Kila No.1(8-0),2(8-0),10(14-0), Total (20-0) , Share 1/2, FIELD 3, Total Measuring 10 Kanal 0 Marla
8 63/89	Hayatpur	24	16	23262	1728	RECT.No.17,Kila No.25(2-0);RECT.No.29,Kila No.2(2(3-4),3(8-0),4(8-0),5(14-0), Total (25-4), Share 1/2, Measuring 12 Kanal 12 Marla ; RECT.no.17,kila No.7(8-0),14(8-0),23(7-12),4(1(2-17),16(2(3-12),17(8-0),24(8-0),8(7-14),13(8-0),18(8-0),25(1(1-0), Total (70-15) Share 1/8, Measuring 11 Kanal 16 Marla ;RECT.No.17 kila No.26(2-14),27(0-12), Total (3-8), share 1/8, Measuring 0 Kanal 8 Marla; FIELD 18, Total Measuring 24 Kanal 16 Marla
9 64/92	Hayatpur	7	7	23436	1727	RECT.No.54,Kila No.6(3(3(0-5),RECT.No.58,Kila No.4(2(4-0),5(1(4-0),7(7-11),8(2(0-9),13(2(1(0-11),14(1(2-0);RECT.No.60,Kila No.19(2(2-8),20(1(2-4),21(2(1-12),22(1(2-8);Total (27-8), share 1/4 Measuring 6 Kanal 17 Marla; RECT. No.58,Kila No.8(7-13), 26(0-7), Total (8-0) Share 1/16, Measuring 0 Kanal 10 Marla; FIELD 13, Total Measuring 7 Kanal 7 Marla
10 65/93	Hayatpur	7	15	25525	1769	RECT.No.22,Kila No.7(2-7),26(0-8);RECT.No.23,Kila No.20(1(1-19);RECT. No.22, Kila No.14(8-0),13(2(5-4),15(5-18),16(8-0),17(6-14),8(5-11),9(7-1),13(1(0-13), Total (51-16) , Share 208/1034 , FIELD 11, Total Measuring 10 Kanal 6 Marla
11 66/97	Hayatpur	2	17	24427	1754	RECT.No.14,Kila No.24(2(4-16);RECT.No.32,Kila No.4(8-0),7(8-0),14(1(2-8), Total (23-4), Share 29/240; FIELD 4, Total Measuring 2 Kanal 17 Marla
12 67/98	Hayatpur	10	8	25475	1768	RECT.No.22,Kila No.7(2-7),26(0-8);RECT.No.23,Kila No.20(1(1-19);RECT. No.22, Kila No.14(8-0),13(2(5-4),15(5-18),16(8-0),17(6-14),8(5-11),9(7-1),13(1(0-13), Total (51-16) , Share 208/1034 , FIELD 11, Total Measuring 10 Kanal 6 Marla
13 70/100	Hayatpur	21	16	23759	1726	RECT.No.58,Kila No.3(2(6-16);RECT.No.59,Kila No.15(8-0),16(8-0), Total (21-16), Salam, FIELD 3, Total Measuring 21 Kanal 16 Marla

Oscar Land & Housing Pvt. Ltd.

For ORRUS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Director

14	71/101	Hayalpur	7	7	24551	1766	RECT. No. 54, Kila No. 6/3(0-5); RECT. No. 58, Kila No. 4/2(4-0), 7(7-11), 5/1(4-0), 8/2(0-9), 13/2/1(0-1), 14/1(2-0); RECT. No. 60, Kila No. 19/2(2-8), 20/1(2-4), 21/2(1-12), 22/1(2-8), Total (27-8), Share 1/4, Measuring 6 Kanal 17 Marla; RECT. No. 58, Kila No. 6/7(7-13), 26(0-7), Total (8-0), Share 1/16, Measuring 0 Kanal 10 Marla; FIELD 13, Total Measuring 7 Kanal 7 Marla
15	72/102	Hayalpur	3	14.5	24552	1765	RECT. No. 58, Kila No. 8/1(1-15), Salam, Measuring 1 Kanal 15 Marla; RECT. No. 59, Kila No. 22(8-9), 27(0-15), 28(0-14), Total (7-18), Share 1/4, Measuring 1 Kanal 19.5 Marla; FIELD 4, Total Measuring 3 Kanal 14.5 Marla
			162	151			
		TOTAL	169	11			
			21.19	ACRE			

Deputy Land & Housing

For ORUS INFRASTRUCTURE PVT. LTD.

[Signature]
Dir

[Signature]
DIRECTOR

19360 211



(B)

9

ADDENDUM TO AGREEMENT DATED 25th OCTOBER, 2007

THIS ADDENDUM to the Agreement dated 25th October, 2007 is made and executed at Gurgaon on this 4th day of December, 2007:

BETWEEN

M/s. Orris Infrastructure Private Limited a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/260, Janakpuri, New Delhi through its Director Mr. Amit Gupta herein after referred to as "**ORRIS**" of the **ONE PART**.

AND

M/s. Oscar Land & Housing Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/260, Janakpuri, New Delhi through its Director Mr. Vijay Gupta duly authorized vide a Board Resolution dated 3rd December, 2007 and hereinafter referred to as the "**land owner**" of the **OTHER PART**.

For ORRIS INFRASTRUCTURE PVT. LTD.

Oscar Land & Housing Pvt. Ltd.

Director

Director

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, legal representatives, administrator, nominees and assignees. The parties Orris and the land owner are hereinafter collectively referred to as "Parties" and individually as "the Party".

WHEREAS the Land Owner and Orris have entered into an Agreement dated 25th October, 2007 (herein after referred to as the said Agreement) for development of a Colony on land measuring 23 (Twenty three) acres (approx.) and as detailed in the said Agreement situated in the revenue estate of Village Hayatpur and Badha, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land");

AND WHEREAS part of the said land falls in the commercial zone as per the Final Development Plan -2021, and it has necessitated the parties to make necessary amendments in the said Agreement to that effect.

AND WHEREAS, both the parties hereto are desirous of executing an Addendum to the said Agreement dated 25th October, 2007 and have agreed on the terms of the said Addendum as hereinafter stated:

NOW THIS ADDENDUM TO THE AGREEMENT WITNESSES AS FOLLOWS:

1. That Orris may develop a Commercial/Group Housing/Plotting/Colony or any other suitable Project(s) on the said Land as it may deem fit and proper in accordance with the applicable rules/regulations and Final Development Plan.
2. In the case of the development of Land for purpose other than the residential colony, the Land Owner shall be entitled for 1000 Sq. Yds of the plotted area per acre or part of the built up area, as the

Oasis Land & Housing Pvt. Ltd.

Director

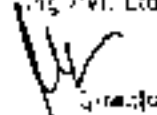
For ORRIS INFRASTRUCTURE PVT. LTD. 2

DIRECTOR

case may be, towards their share on the same land or any other Land and/or in any of the upcoming projects of Orris in Gurgaon.

3. That Orris is fully authorized to collaborate further with any other reputed developer for development of the said land in the Commercial, Group Housing, Plotted colony etc, as the case may be and take the Security Deposit in its own name or any other name as Orris may deem fit and proper from the Developer or any other party on behalf of the Land Owner with respect to the development of the project. In the event of Orris entering into any further Collaboration Agreement with any other Developer on the basis of the said Agreement and this Addendum with respect to part or whole of the said Land, the parties herein shall not amend, vary or change terms of the said Agreement or this Addendum without the written consent of the other Developer, with whom Orris may enter into any such Agreement. Any change, variation, amendment, if made without such consent shall be void ab-initio.
4. That due to typographical error the total land has been mentioned as 23 acres instead of 21.19 acres in the said Agreement. The total land be read as 21.19 Acres instead of 23 Acres as mentioned in the said Agreement for all purposes. The land is more fully described in "Schedule-A" attached here with.
5. That excess payment of advance as per clause 4 of the said Agreement due to the said change in area, shall be adjusted in the final payments to be made by ORRIS to the Land Owner.
6. Clause No.9 of the said Agreement, which deals with the termination of the said Agreement stands omitted /deleted.

For Orris Infrastructure Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

7. That all other terms and conditions of the Agreement dated 25th October, 2007 shall remain the same and in force
8. This Addendum shall form an integral part of the Agreement dated 25th October, 2007 executed between the parties and shall be concurrent and co-terminus with the Agreement dated 25th October, 2007.

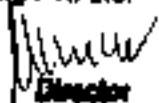
IN WITNESS WHEREOF the parties have executed this Addendum on the day, month and year first above written in the presence of witnesses:

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR


SIGNED AND DELIVERED by the
Within named ORRIS


Oscar Land & Housing Pvt. Ltd.



Director

SIGNED AND DELIVERED by the
Within named LAND OWNER

WITNESSES:

1. 
H.D. PATHAK Spokh. S.D. Pathak
Shyam Nagar - PALWAL - 121102.

2. 
Deepak Chhabra
Soh. m. R. Chhabra
22/744 DDA Plot
Kallera gi Sella

Drafted by

H-D. PATHAK Ad

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE
HUNDRED RUPEES



भारत INDIA
INDIA NON JUDICIAL

दिल्ली DELHI

F 891361

ADDENDUM TO AGREEMENT DATED 25th OCTOBER, 2007

THIS ADDENDUM to the Agreement dated 25th October, 2007 is made and executed at Gurgaon on this 4th day of November, 2008:

BETWEEN

M/s. Orris Infrastructure Private Limited a Company incorporated under the Companies Act, 1956 and having its registered office at GF-16, Arunachal Building, Barakhamba Road, New Delhi through its Director Mr. Amit Gupta duly authorized vide a Board Resolution dated 2nd September, 2008 herein after referred to as "ORRIS" of the **ONE PART;**

For ORRIS INFRASTRUCTURE PVT. LTD.

Director

Oscar Land & Housing Pvt. Ltd.

Director

AND

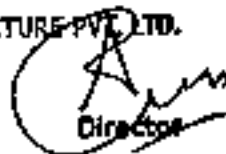
M/s. Oscar Land & Housing Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at GF-16, Arunachal Building, Barakhamba Road, New Delhi through its Director Mr. Vijay Gupta duly authorized vide a Board Resolution dated 2nd September, 2008 and hereinafter referred to as the "land owner" of the **OTHER PART**;

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, legal representatives, administrator, nominees and assignees. The parties Orris and the land owner are hereinafter collectively referred to as "Parties" and individually as "the Party".

WHEREAS the Land Owner and Orris have entered into an Agreement dated 25th October, 2007 and further Addendum dated 4th December, 2007 (herein after referred to as the said Agreement) for development of a Colony on land measuring 21.19 Acres (approx.) and as detailed in the said Agreement situated in the revenue estate of Village Hayatpur and Badha, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land");

AND WHEREAS the land owner has approached Orris and have requested Orris to release land admeasuring 2.26 Acre falling in Rectangle No. 22 Killa No. 7 (2-7), 26(0-8); Rectangle No. 23 Killa No. 20/1(1-19); Rectangle No. 22 Killa No. 14 (8-0), 13/2(5-4), 15(5-19), 16(8-0), 17(6-14), 8(5-11), 9(7-1), 13/1 (0-13) total (51-16) share 154/1034 (wrongly mentioned as 206/1034 in the Schedule - A of Agreement dated 25/10/2007) total measuring 7 Kanai 15 Marla and

For ORRIS INFRASTRUCTURE PVT. LTD.


Director

Oscar Land & Housing Pvt. Ltd.


Director

Rectangle No. 22 Killa No. 7 (2-7), 26(0-8); Rectangle No. 23 Killa No. 20/1(1-19); Rectangle No. 22 Killa No. 14 (8-0), 13/2(5-4), 15(5-19), 16(8-0), 17(6-14), 8(5-11), 9(7-1), 13/1 (0-13) total (51-16) share 206/1034 total measuring 10 Kanal 6 Marla totaling to 18 Kanal 1 Marla i.e. 2.26 Acre from the total land admeasuring 21.19 Acres situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) being subject matter of the Agreement dated 25th October, 2007;

AND WHEREAS Orris has agreed to the request of the Land Owner for release of land admeasuring 2.26 Acre falling in Rectangle No. 22 Killa No. 7 (2-7), 26(0-8); Rectangle No. 23 Killa No. 20/1(1-19); Rectangle No. 22 Killa No. 14 (8-0), 13/2(5-4), 15(5-19), 16(8-0), 17(6-14), 8(5-11), 9(7-1), 13/1 (0-13) total (51-16) share 154/1034 [wrongly mentioned as 206/1034 in the Schedule - A of Agreement dated 25/10/2007] total measuring 7 Kanal 15 Marla and Rectangle No. 22 Killa No. 7 (2-7), 26(0-8); Rectangle No. 23 Killa No. 20/1(1-19); Rectangle No. 22 Killa No. 14 (8-0), 13/2(5-4), 15(5-19), 16(8-0), 17(6-14), 8(5-11), 9(7-1), 13/1 (0-13) total (51-16) share 206/1034 total measuring 10 Kanal 6 Marla totaling to 18 Kanal 1 Marla i.e. 2.26 Acre from the total land admeasuring 21.19 Acres situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) being subject matter of the Agreement dated 25th October, 2007 and therefore it has necessitated the parties to make necessary amendments in the said Agreement to that effect;

AND WHEREAS, both the parties hereto are desirous of executing an Addendum to the said Agreement dated 25th October, 2007 and have agreed on the terms of the said Addendum as hereinafter stated:

FOR ORRIS INFRASTRUCTURE PVT. LTD.


Director

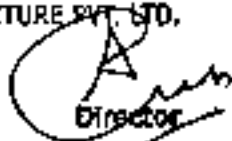
Oscar Land & Housing Pvt. Ltd.


Director

NOW THIS ADDENDUM TO THE AGREEMENT WITNESSES AS FOLLOWS:

1. That land admeasuring 2.26 Acre falling in Rectangle No. 22 Killa No. 7 (2-7), 26(0-8); Rectangle No. 23 Killa No. 20/1(1-19); Rectangle No. 22 Killa No. 14 (8-0), 13/2(5-4), 15(5-19), 16(8-0), 17(6-14), 8(5-11), 9(7-1), 13/1 (0-13) total (51-16) share 154/1034 (wrongly mentioned as 206/1034 in the Schedule - A of Agreement dated 25/10/2007) total measuring 7 Kanal 15 Marla and Rectangle No. 22 Killa No. 7 (2-7), 26(0-8); Rectangle No. 23 Killa No. 20/1(1-19); Rectangle No. 22 Killa No. 14 (8-0), 13/2(5-4), 15(5-19), 16(8-0), 17(6-14), 8(5-11), 9(7-1), 13/1 (0-13) total (51-16) share 206/1034 total measuring 10 Kanal 6 Marla totaling to 18 Kanal 1 Marla i.e. 2.26 Acre in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) stands released from the total land admeasuring 21.19 Acres situated in the revenue estate of Village Hayatpur and Badha, Tehsil and District Gurgaon (Haryana) being subject matter of the Agreement dated 25th October, 2007.
2. That henceforth the total land mentioned as 21.19 acres in the said Agreement dated 25th October, 2007 be read and understood as 18.93 Acres (approx.) only for all purposes. The land is more fully described in "Schedule-A" attached here with.
3. That hereinafter the land owner shall be free to deal with the land admeasuring 2.26 Acres (approx.) falling in Rectangle No. 22 Killa No. 7 (2-7), 26(0-8); Rectangle No. 23 Killa No. 20/1(1-19); Rectangle No. 22 Killa No. 14 (8-0), 13/2(5-4), 15(5-19),

For ORRIS INFRASTRUCTURE PVT. LTD.


Director

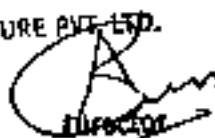
Oscar Land & Housing Pvt. Ltd.


Director

16(8-0), 17(6-14), 8(5-11), 9(7-1), 13/1 (0-13) total (51-16) share 154/1034 (wrongly mentioned as 206/1034 in the Schedule - A of Agreement dated 25/10/2007) total measuring 7 Kanal 15 Marla and Rectangle No. 22 Killa No. 7 (2-7), 26(0-8); Rectangle No. 23 Killa No. 20/1(1-19); Rectangle No. 22 Killa No. 14 (8-0), 13/2(5-4), 15(5-19), 16(8-0), 17(6-14), 8(5-11), 9(7-1), 13/1 (0-13) total (51-16) share 206/1034 total measuring 10 Kanal 6 Marla totaling to 18 Kanal 1 Marla i.e. 2.26 Acre situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) in any manner whatsoever and Orris shall have no right, title and interest in the same in any manner whatsoever.

4. That Orris may develop a Commercial/Group Housing/Plotting/Colony or any other suitable Project(s) on the remaining said Land admeasuring 18.93 Acres (approx.) as it may deem fit and proper in accordance with the applicable rules/regulations and Final Development Plan.
5. That due to the said reduction in land by virtue of present Addendum the payment made by Orris towards advance consideration becomes in excess. The said excess consideration amount shall remain with the land owner and shall be adjusted in the final consideration at the time of final settlement as per the Agreement dated 25th October, 2007.
6. That all other terms and conditions of the Agreement dated 25th October, 2007 and addendum dated 4th December, 2007 shall remain the same and in force.

For ORRIS INFRASTRUCTURE PVT. LTD.



Director

Oscar Land & Housing Pvt. Ltd.



Director

7. This Addendum shall form an integral part of the Agreement dated 25th October, 2007 and addendum dated 4th December, 2007 executed between the parties and shall be concurrent and co-terminus with the Agreement dated 25th October, 2007 and addendum dated 4th December, 2007.

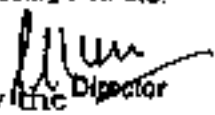
IN WITNESS WHEREOF the parties have executed this Addendum on the day, month and year first above written in the presence of witnesses:

For ORRIS INFRASTRUCTURE PVT. LTD.


Director

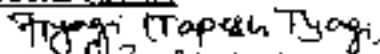

SIGNED AND DELIVERED by the
Within named ORRIS

Oscar Land & Housing Pvt. Ltd.


Director

SIGNED AND DELIVERED by the
Within named LAND OWNER

WITNESSES:

1.  (Tapan Tyagi)
A-3, Sec-4, Vasant Vihar,
G-2B
2. 
302 Udaigiri Apartment,
Kandhari, Ghaziabad

SCHEDULE-A				OSCAR LAND & HOUSING	
S.NO.	Sr.Reg. No.	VILLAGE	TOTAL AREA	VASIKA NO.	MUTATION NO.
				KANAL MARLA	LAND DETAILS
1	23/84	Badha	4	23286	1958
RECT. No. 26, Kila No. 11/2(5-16), 8(8-0), 12/3(1-2), 13/1(3-6), Total (18-4), Share 1/4, FIELD 4, Total Measuring 4 Kanal 11 Marla					
2	24/85	Badha	6	23279	2221
RECT. No. 8, Kila No. 4(5-17), 7(7-13), 8(5-12), 9(7-17), 12/2(3-3), 13(7-18), 14(8-0), 17/2(3-4), 18/1(1-2), 18/2(3-11), 18/3(1-12), Total (55-10), Share 303/2476, FIELD 11, Total Measuring 6 Kanal 16 Marla					
3	26/90	Badha	4	23283	1959
RECT. No. 29, Kila No. 11/2(3-15), 10(8-0), 11/1(1-2), 12/2(1-17), 22/2(2-7), 9(2-4), RECT. No. 30, Kila No. 4/2(2(1-12), 4/3(1-16), 5(8-0), 6(8-0), Total (39-12), Share 1/9, FIELD 10, Total Measuring 4 Kanal 8 Marla					
4	27/91	Badha	26	23280	1960
RECT. No. 29, Kila No. 11/2(3-15), 10(8-0), 11/1(1-2), 12/2(1-17), 22/2(2-7), 9(2-4), RECT. No. 30, Kila No. 4/2(2(1-12), 4/3(1-16), 5(8-0), 6(8-0), Total (39-12), Share 2/3, FIELD 10, Total Measuring 26 Kanal 8 Marla					
5	28/94	Badha	21	23638	2224
RECT. No. 8, Kila No. 3 Min (5-17), 7 Min (7-13), 8 Min (6-12), 9 Min (7-17), 12/2 Min (6-15), 13 Min (7-18), 14(8-0), 17/2(3-4), 18/1(1-2), 18/2(3-11), 18/3(1-13), Total (60-2), Share 427/1110, FIELD 11, Total Measuring 21 Kanal 7 Marla					
6	61/86	Hawalpur	10	23284	1724
RECT. No. 17, Kila No. 7(8-0), 14(5-3), 23(7-12), 4/1(2-7), 16/2(3-12), 17(8-0), 24(8-0), 8(7-14), 13(8-0), 18(8-0), 25/1(1-0), Total (70-15), Share 193/1415, Measuring 9 Kanal 13 Marla; RECT. No. 17, Kila No. 26(2-14), 27(0-12), Total (3-6), Share 1/16, Measuring 0 Kanal 4 Marla; RECT. No. 17, Kila No. 25(1-0), Share 1/2, Measuring 0 Kanal 1.5 Marla; RECT. No. 17, Kila No. 26(2-14), 27(0-12), Total (3-6), Share 1/6, Measuring 0 Kanal 4 Marla; FIELD 18, Total Measuring 10 Kanal 2.5 Marla					
7	62/88	Hawalpur	10	23282	1725
RECT. No. 18, Kila No. 1(8-0), 2(8-0), 10/1(4-0), Total (20-0), Share 1/2, FIELD 3, Total Measuring 10 Kanal 0 Marla					
8	63/89	Hawalpur	24	23282	1728
RECT. No. 17, Kila No. 25/2(2-0), RECT. No. 29, Kila No. 2/2(3-4), 3(8-0), 4(8-0), 5(7-14), Total (25-4), Share 1/2, Measuring 12 Kanal 12 Marla; RECT. No. 17, Kila No. 7(8-0), 14(8-0), 23(7-12), 4/1(2-7), 16/2(3-12), 17(8-0), 24(8-0), 8(7-14), 13(8-0), 18(8-0), 25/1(1-0), Total (70-15), Share 1/6, Measuring 11 Kanal 16 Marla; RECT. No. 17, Kila No. 26(2-14), 27(0-12), Total (3-6), Share 1/8, Measuring 0 Kanal 8 Marla; FIELD 18, Total Measuring 24 Kanal 16 Marla					

For ORIS INFRASTRUCTURE PRIVATE.


Director

Oscar Land & Housing Pvt. Ltd.


Director

9/84/92	Hayatpur	7	23436	1727	RECT. No. 54, Kila No. 6/33(0-5), RECT. No. 58, Kila No. 4/2(4-0), 5/1(4-0), 7/7(1-1), 8/2(0-9), 13/2(1(0-11), 14/1(2-0); RECT. No. 50, Kila No. 19/2(2-8), 20/1(2-4), 21/2(1-12), 22/1(2-8), Total (27-8), share 1/4 Measuring 6 Kanal 17 Marla; RECT. No. 58, Kila No. 6(7-13), 26(0-7), Total (8-0), Share 1/16, Measuring 0 Kanal 10 Marla; FIELD 13, Total Measuring 7 Kanal 7 Marla
10/85/97	Hayatpur	2	24427	1754	RECT. No. 14, Kila No. 24/2(4-15), RECT. No. 32, Kila No. 4(8-0), 7(8-0), 14/1(2-8), Total (23-4), Share 29/240, FIELD 4, Total Measuring 2 Kanal 17 Marla
11/70/100	Hayatpur	21	23759	1726	RECT. No. 58, Kila No. 3/2(5-16), RECT. No. 59, Kila No. 15(8-0), 16(8-0), Total (21-16), RECT. No. 58, Kila No. 3/2(5-16), RECT. No. 59, Kila No. 15(8-0), 16(8-0), 3/2(0-9), Salam, FIELD 3, Total Measuring 21 Kanal 15 Marla
12/71/101	Hayatpur	7	24551	1768	RECT. No. 54, Kila No. 5/3(0-5), RECT. No. 58, Kila No. 4/2(4-0), 7/7(1-1), 5/1(4-0), 8/2(0-9), 13/2(1(0-11), 14/1(2-0); RECT. No. 60, Kila No. 19/2(2-8), 20/1(2-4), 21/2(1-12), 22/1(2-8), Total (27-8), Share 1/4, Measuring 6 Kanal 17 Marla; RECT. No. 58, Kila No. 6(7-13), 26(0-7), Total (8-0), Share 1/16, Measuring 0 Kanal 10 Marla; FIELD 13, Total Measuring 7 Kanal 7 Marla
13/72/102	Hayatpur	3	24562	1765	RECT. No. 58, Kila No. 8/1(1-15), Salam, Measuring 1 Kanal 15 Marla; RECT. No. 59, Kila No. 22(6-9), 27(0-15), 28(0-14), Total (7-18), Share 1/4, Measuring 1 Kanal 19.5 Marla; FIELD 4, Total Measuring 3 Kanal 14.5 Marla
		145	130		
	TOTAL	161	10		
		18.93 ACRE			

FOR ORIS INFRASTRUCTURE PVT. LTD.

[Signature]
Director

Over Land & Housing r... 6/10.

[Signature]
Director

COLLABORATION AGREEMENT

This Agreement is made at Gurgaon on this 5 day of April 2011.

BETWEEN

M/s. ORRIS INFRASTRUCTURE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its office at J - 10/5, DLF Phase II, M. G. Road, Gurgaon through its Authorized Signatory, Mr. Amit Gupta, duly authorized vide a Board Resolution dated 4/09/07 and herein after referred to as ORRIS of the ONE PART.

AND

M/s. OSCAR LAND AND HOUSING PRIVATE LIMITED, a company incorporated under The Companies Act, 1956, having its registered office at RZ - D - 5, Mahavir Enclave, New Delhi - 110045 through its Authorized Signatory, Sh. Vijay Gupta, duly authorized vide a Board Resolution dated 3 Sept 1997 hereinafter referred to as the "land owner" of the OTHER PART.

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, administrator, nominees and assignees

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land measuring bearing Khewat/ Khata No. 335/343 Mustil No. 7, Killa No. 9/2(7-0) Kita 1 land measuring 7 Kanai 0 Marla Salam and Khewat/ Khata No. 295/304 Mustil No. 6, Killa No. 5/2/2/3 (1-0), Mustil No. 7 Killa No. 1/2 (4-13), 9/1 (1-0), 10/1 (4-18) Kita 4 land measuring 11 Kanai 11 Marla Salam and Khewat/ Khata No. 199/207 Mustil No. 2 Killa No. 20/1/1 (0-4), 20/1/3 (0-4), 21/2/2(4-1), 22(6-7), 23(1-4), Mustil No. 9 Killa No. 1/2/1(0-9), 2/1 (0-18) Kita 7 land measuring 13 Kanai 7 Marla salam and

Oscar Land & Housing Pvt. Ltd.

Authorized Signatory

For Orris Infrastructure Pvt. Ltd.

Authorized Signatory

प्रलेख नं. 20

दिनांक 05/04/2011

हीद संबंधी विवरण	
रील का नाम ACCEITMENT	
तहसील/सम दासोन Manesar	गांव/शहर बदा
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 3,234,000.00 रुपये	कुल स्टाम्प दायी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
रुपये	

Drafted By: Sakbir Yadav, ADV.

यह प्रलेख आज दिनांक 05/04/2011 दिन गैरानुपस्थित समय 12:40:00 PM बजे श्री/श्रीमती/कुमारी M/s Oscar Land & Housing Pvt. Ltd. thru Vicky गुप्ता निवासी RZ-173, Mahave Enclave, N Delhi द्वारा पेशकश हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त वैकीयन अधिकारी
Manesar
महेंदर

श्री M/s Oscar Land & Housing Pvt. Ltd. thru Vicky (गैरानुपस्थित)

उपरोक्त पक्षों में श्री/श्रीमती/कुमारी Mr. Ansh Gupta एवंक हाजिर हैं। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि तब तक न ही संपन्न होगी को अदा की तथा प्रलेख से वर्णित अग्रिम अंदा की गई राशि के तब तक को भुगतान किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Himanshu Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Keshu Singh निवासी 1157, Sec-13, श्री/श्रीमती/कुमारी Simjay Gupta पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Khun Chand Gupta निवासी Heilly Mandi, Patodi, Gurgaon संपर्कित: 1 को इस सम्बन्धित/अधिकृतता के रूप में जानते हैं तथा यह साक्षी नं:2 की पहचान करता है।

दिनांक 05/04/2011

उप/संयुक्त वैकीयन अधिकारी
Manesar
महेंदर

Khewat/ Khata No. 140/141 Mustil No. 25 Killa No. 1/2 (2-10) Kita 1 land measuring 2 Kanaf 10 Marla, total area of all Khewat/Khata is 34 Kanaf 8 Marla vide jamabandi year 2002-2003 situated in the revenue estate of Badha, Tehsil- Manesar & District - Gurgaon, Haryana. Khewat/ Khata No. 171, Mustil No. 7, Killa No. 3/2 (6-12), 7/2/2 (6-11), 13/2 (5-16), 14/1 (7-4), 17/2/2 (3-4), 18/1 (7-8), Mustil No. 16, Killa No. 15/4 (0-5), 18 (8-0), 23/1 (4-11), 24/1 (4-11), Kita 10 land measuring 54 Kanaf 2 Marla up to the extent of 347/1082 share which comes to total area of 17 Kanaf 7 Marla vide jamabandi year 2004-2005 situated in the revenue estate of Hayaipur, Tehsil & District - Gurgaon, Haryana. Total Land of Villages- Badha and Hayaipur, Dist.- Gurgaon, Haryana is 51 Kanaf 15 Marla, hereinafter referred to as "the said Land".

○ AND WHEREAS the land owner represents that as per the Master Plan of Gurgaon the said land falls in the residential zone.

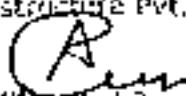
AND WHEREAS the land owner has lack of expertise and wants to develop the said land in keeping with the master plan, however as the land owner has about 6.468 Acres of land, the land owner is not in a position to carry out the development of the said land as such has been looking for developer/collaborator to join hands with the land owner.

○ AND WHEREAS Orris has the expertise and resources in development of real estate and is doing projects either on its own or in collaboration with other reputed builders and is in the process of negotiation with various land owners for development of a colony in keeping with the provisions of the local laws.


AND WHEREAS after ascertaining the capability of Orris and also ascertaining that Orris is in talk with the other land owners of adjacent land for developing a Colony the land owner herein has approach Orris with an offer to make the land of the land owner also a part of the proposed Colony.

NOW, THEREFORE, THIS COLLABORATION AGREEMENT WITNESSETH as under:-

For Orris Infrastructure Pvt. Ltd.


Authorised Signatory

Oscar Land & Housing Pvt. Ltd.


Authorised Signatory

Reg. No. Reg. Year Book No.
29 2011-2012 1



पेशकर्ता



दस्तकदार



गरीब

पेशकर्ता
Vijay Gupta. [Signature]

दस्तकदार
Thru:- Amit Gupta [Signature]

गरीब 1:- Jitender Singh [Signature] गरीब 2:- Sonu Singh [Signature]

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 29 आज दिनांक 05/04/2011 को बलों नः 1 जिल्द नः 1 के पृष्ठ नः 1 पर पंजीकृत किया गया तथा इसको एक प्रत अतिरिक्त बही सख्या 1 जिल्द नः 1 के पृष्ठ सख्या 2 से 3 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुलि मेरे सामने दिये हैं ।

दिनांक 05/04/2011

अप. प्रमुख व सहायक अधिकारी
सूचना सेवा एगेंसी
Manesar



1. The Land Owner hereby empowers Orris to negotiate with various other land owners of adjacent area and consolidate the minimum required land for development of a Colony so as to include the land of the land owner herein.
2. The land owner hereby grants its irrevocable consent/approval in favour of Orris to develop the said land as a part of the larger colony either on its own or through any other developer/collaborator and on terms and conditions as may be decided by Orris at its absolute discretion with full authority and power to market the development including plotted area, group housing area, commercial area and other facilities and amenities as is available to the said colony and derive all profits and benefits there from including power and authority to receive the entire sale consideration in the name of Orris or in the name of its nominee or assignee at the absolute discretion of Orris.
3. That in lieu of the land owner granting irrevocable power in favour of Orris for making the said land as a part of a larger colony and applying for and obtaining all necessary permissions and approvals and thereafter developing a colony either through its own or through any other person or persons and marketing the entire project and receiving the entire sale consideration in its name, Orris shall allot in favour of the land owner plotted area measuring 1000 sq. yds per Acre in the proposed colony to be developed on the said land along with the land of the adjacent land owners.
4. That in case, Orris fails to obtain the licence for development of the said land and allot the aforesaid plotted area within 3 (Three) years from the date of this Collaboration Agreement or any further period as may be mutually extended by the parties, in that event the land owner shall be entitled to receive a sum of Rs 112,00,000/- per Acre from Orris and after the aforesaid sum is paid to the land owner, the Orris shall stand fully discharged of its obligation(s) towards the land owner as stipulated under this Collaboration Agreement. The Security

Oscar Land & Housing Pvt. Ltd.


Authorized Signatory

For Orris Infrastructure Pvt. Ltd.


Authorized Signatory

amount already paid to the land owner by the Orris shall be adjusted towards the aforesaid amount of Rs. 5,00,00,000/-

5. That Orris will be empowered and authorized to consolidate the said land along with adjacent land of other land owners for development of a Colony with full authority to identify the Developers. Orris shall be solely responsible to carry all the work relating to the development of land and the Land Owners shall have no say in the same. The obligation of Orris shall be inter alia as under:

- a) At time of signing of this agreement the ORRIS has paid the security amount of Rs. 5,00,00,000/- /- per acre as advance to the Land Owner which will be refunded when the Land Owner get its allocation
- b) The advance has been paid in the following manner :
Rs. 32,34,000/- , Cheque No 245264 , dated 01-04-11 drawn on Axis Bank Ltd., Gurgaon.
- c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Orris;
- d) to apply for change of land use of the said land and deposit all application money, licence fee and other charges as may be required either through its own sources or through any other developer/Collaborator at the absolute discretion of Orris.
- e) to prepare the blue print for development on the said land;
- f) to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land;

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For Orris Infrastructure Pvt. Ltd.


Authorized Signatory

- g) to identify a reputed Developer for development on the said land either through private negotiations or through advertisement and enter into necessary agreement with such developer
- h) To coordinate with the Developer during the course of the development and for that purpose to engage architect, engineer etc
- i) To engage and employ all work forces as may be required in the said Project for securing the interest of the land owner
- j) To market the entire project including the plotted area, group housing area, commercial area and all other facilities and amenities as provided in the said colony and for that purpose to sign and execute all necessary documents, agreements including allotment letter, agreement to sell, plot buyers agreement, space buyers agreement, apartment buyers agreement, sale deed, gift deed, lease deed, licence deed or any other instrument or instructions as may be required from time to time for conveying interest in the said colony or part thereof in favour of the prospective buyer.
- k) To receive the entire sale consideration, deposit, lease rent, refundable security deposit in its own name, from any such prospective buyer, tenant, occupant etc, in the said project.
6. That in order to facilitate Orris to achieve the object of this Agreement, the land owner shall execute a power of attorney in favour of M/s. Orris Infrastructure Private Limited through its Authorized Signatory, Shri Armit Gupta son of Sh. Vijay Gupta resident of C-3/260, Janakpuri, New Delhi - 110058 who shall have full authority and power to act jointly or severally as may be decided by the attorney from time to time and the said power of attorney shall not be revoked or cancelled for any reason whatsoever except when so requested by Orris in writing and if so desired by Orris to revoke the aforementioned power of Attorney and

Orris Infrastructure Pvt. Ltd.

Authorized Signatory

For Orris Infrastructure Pvt. Ltd.

Authorized Signatory


execute fresh power of Attorney but only at the discretion of Orris. However, it is clearly agreed and understood between the parties that the execution of the power of attorney does not absolve the land owner of its responsibility to sign and execute various papers and documents, if so required by Orris.

7. That in the event Orris fails to obtain the licence and/or the land can not be developed as a colony, then in that event Orris shall have full authority and power to explore possibility of alternate development.
8. That the present agreement is executed with the clear stipulations that the land of the land owner is free from all encumbrances, charges, liens, and there is no defect in the title of the land owner. However, in the event there is any claim or claims by any third party and/or there is any litigation affecting the title of the land owner, it shall be the sole responsibility of the land owner to rectify the defect and make out a good and marketable title without causing any prejudice or loss to Orris and/or to other land owners and the land owner do hereby keep Orris indemnified on the aforementioned account.
9. That the land owner shall provide all necessary assistance and cooperation to Orris and furnish all necessary information and documents and/or clarifications as may be sought for by any authority or authorities while examining the title of the land owner for grant of LOI and also subsequent thereto till the completion of the entire project.
10. That all original document in respect of the said property are presently lying with the land owner who shall make the same available to Orris at the time of making application for grant of the necessary licence and upon grant of the letter of intent Orris shall be entitled to hold the said document with full authority to create any charge or encumbrances on the said land and also with authority to deposit the title deeds with any Banks/Financial institutions with intention to create mortgage. In the event any document/agreement is required to be signed by the

Oscar Land & Housing Pvt. Ltd.


Authorised Signatory

For Orris Infrastructure Pvt. Ltd.


Authorised Signatory

land owner, the land owner shall sign and execute all such documents in favour of Banks-Institutions for facilitating the mortgage. However such charge shall not prejudice the receivable of the land owner under this agreement

11. That all dues in respect of the land including any land revenue or taxes payable in respect of the said land up to this date shall be the sole liability of the land owner. However, all the EDC, IDC and any other charges payable to any authority or authorities for developing the said land as a colony shall be the sole liability of Orris
12. That in case of any dispute or difference arising between the partners touching the interpretation of the terms of this deed or any matter whatsoever the same shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or replacement thereof.

IN WITNESS WHEREOF the parties hereto have signed this Collaboration Agreement on the day, month and year first above written.

SIGNED AND DELIVERED by the
within named ORRIS

Authorised Signatory

SIGNED AND DELIVERED by the
within named LAND OWNER

Deputy Director

Authorised Signatory

WITNESSES:

1. Sanjay Gupta
Spesh. to him Chand Gupta
R/o V.T.P.O. Halley Mandi
(Patodi) Gurgaon
2. Randhawa
Jitendra Singh Spesh. Kishu Singh
HST Seata 15. Sonapat.



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संयुक्त एम सचिवद्वारा
भावेसर

21454
ORRIS INFRASTRUCTURE PRIVATE LIMITED

22 MAR 2011

ADDENDUM TO AGREEMENT DATED 25th OCTOBER, 2007

THIS ADDENDUM to the Agreement dated 25th October, 2007, Addendum dated 4th December, 2007 and Addendum dated 6th November, 2008 is made and executed at Gurgaon on this ____ day of _____, 2011;

BETWEEN

M/s. ORRIS INFRASTRUCTURE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at RZ-D-5, Mahavir Enclave, New Delhi-110045 through its Director Mr. Amit Gupta duly authorized vide a Board Resolution dated _____ and hereinafter referred to as the "ORRIS" of the **ONE PART.**

AND

M/s. OSCAR LAND AND HOUSING PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at RZ-D-5, Mahavir Enclave, New Delhi-110045 through its Director Mr. Vijay Gupta duly authorized vide a Board Resolution dated _____ and hereinafter referred to as the "land owner" of the **OTHER PART.**

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, legal representatives, administrators, nominees and assignees. The parties

Oscar Land & Housing Pvt. Ltd.
[Signature]
Authorized Signatory

for Orris Infrastructure Pvt. Ltd.
[Signature]
Authorized Signatory

Orris and the land owner are hereinafter collectively referred to as "Parties" and individually as "the Party".

WHEREAS the Land Owner and Orris have entered into an Agreement dated 25th October, 2007 duly registered as document no. 3313, Dated 06/05/2008, Book No. 1, Vol. No. 9753 at Page No. 140, Addl. Book No. 1, Vol. No. 832, pages 52 to 53 with the Sub-Registrar, Gurgaon and further Addendum, dated 4th December, 2007 and Addendum dated 4th November, 2008 (herein after jointly referred to as the said Agreements) for development of a Colony on land measuring 21.19 acres (approx.) and as detailed in the said Agreements situated in the revenue estate of Badha and Hayatpur, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land") and as per the schedule "A" attached to the addendum dated 4th November, 2008;

AND WHEREAS part of the said land total admeasuring 23 Kanal 5½ Marla bearing Rect. No. 17 Kila No. 4/1(2-17), 7(8-0), 8(7-14), 13(8-0), 14(8-0), 16/2(3-12), 17(8-0), 18(8-0), 23(7-12), 24(8-0), 25/1(1-0) total 70 Kanal 15 Marla, share 429/1415, Kita 11 total measuring 21 Kanal 9 Marla; Rect. No. 17, Killa No. 26(2-14), 27(0-12), Kita 2, total measuring 3 Kanal 6 Marla upto the extent of 1/4 share which comes to 0 Kanal 16 Marla; Rect. No. 17, Killa No. 25/1(1-0) upto the extent of 1/12 share which comes to 0 Kanal 1.5 Marla; Rect. No. 17, Killa No. 25/2(2-0) upto the extent of 19/40 share which comes to 0 Kanal 19 Marla, All Kita 15, Total Measuring 23 Kanal 5½ Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) has been transferred by way of exchange (Tabadia) with similar other land total admeasuring 26 Kanal 0 Marla bearing Rect. No. 15, Kila

Local Land & Housing Deptt

Authorised Signatory

For ORRIS INFRASTRUCTURE PVT. LTD

Authorised Signatory

No. 3/2(2-0) Salam; Rect. No. 15, Killa No. 4(8-0), 5(8-0) Salam; Rect. No. 15, Killa No. 6/1(3-4), 6/2(4-16), 15(8-0), Kita 3, total measuring 16 Kanal 0 Marla up to the extent of 1/2 share which comes to 8 Kanal 0 Marla; Total Kita 6, total measuring 26 Kanal 0 Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) by virtue of Transfer Deed (Tabadlanama) dated 06th August, 2010 duly registered as document no. 12759, Book No. 1, Vol. No. 9753 at Page No. 140, Addl. Book No. 1 Vol. No. 832 pages 52 to 53 with the Sub-Registrar, Gurgaon, and thus it has necessitated the parties to make necessary amendments in the said Agreement to that effect;

AND WHEREAS another part of the said land total admeasuring 7 Kanal 18 Marla bearing Rect. No. 29, Killa No. 3/2(4-18), 4(8-0), 5/1(4-0), Kita 2, total measuring 16 Kanal 18 Marla upto the extent of 252/538 share which comes to 7 Kanal 18 Marla in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) has been transferred by way of exchange (Tabadla) with similar other land total admeasuring 7 Kanal 18½ Marla bearing Rect. No. 55 Killa No. 5(8-0); Rect. No. 56, Killa No. 10/2 (3-7), 1 (8-0), 2 (8-0), 9 (8-0), 10/1 (4-13), 12 (7-7); Rect. No. 30, Killa No. 21 (8-0), 22 (8-0); Rect. No. 31, Killa No. 25/2 (3-16), Total Kita 10, Total Measuring 67 Kanal 3 Marla, up to the extent of 317/2686 share which comes to 7 Kanal 18½ Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) by virtue of Transfer Deed (Tabadlanama), Dated 19th May, 2011 duly registered as document no. 1327, Book No. 1, Vol. No. 12,951 registered at Page No. 123, Addl. Book No. 1 Vol. No. 1,228 pages 43 to 44 with the Sub-Registrar, Gurgaon, and thus it

[Signature]

FOR HRES INFRASTRUCTURE PVT. LTD.

[Signature]
Authorized Signatory

has necessitated the parties to make necessary amendments in the said Agreement to that effect;

AND WHEREAS, both the parties hereto are desirous of executing an Addendum to the said Agreement dated 25th October, 2007 and Addendum dated 4th December, 2007, Addendum dated 4th November, 2008 and have agreed on the terms of this Addendum as hereinafter stated:

NOW THIS ADDENDUM TO THE AGREEMENTS WITNESSES AS FOLLOWS:

1. That land total admeasuring 23 Kanai 5½ Marla bearing Rect. No. 17 Kila No. 4/1(2-17), 7(8-0), 8(7-14), 13(8-0), 14(8-0), 16/2(3-12), 17(8-0), 18(8-0), 23(7-12), 24(8-0), 25/1(1-0) total 70 Kanai 15 Marla, share 429/1415, Kita 11 total measuring 21 Kanai 9 Marla; Rect. No. 17, Killa No. 26(2-14), 27(0-12), Kita 2, total measuring 3 Kanai 6 Marla upto the extent of 1/4 share which comes to 0 Kanai 16 Marla; Rect. No. 17, Killa No. 25/1(1-0) upto the extent of 1/12 share which comes to 0 Kanai 1.5 Marla; Rect. No. 17, Killa No. 25/2(2-0) upto the extent of 19/40 share which comes to 0 Kanai 19 Marla, All Kita 15, Total Measuring 23 Kanai 5½ Marla AND another part of land admeasuring 7 Kanai 18 Marla bearing Rect. No. 29, Killa No. 3/2(4-18), 4(8-0), 5/1(4-0), Kita 2, total measuring 16 Kanai 18 Marla upto the extent of 252/538 share which comes to 7 Kanai 18 Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) stands deleted/Omitted from the Schedule "A" of the said Agreements.

CHARTERED ACCOUNTANTS

Authorized Signatory

For GGS IS INFRASTRUCTURE PVT. LTD.

Authorized Signatory

2. That land total admeasuring 26 Kanal 0 Marla bearing Rect. No. 15, Kila No. 3/2(2-0) Salam; Rect. No. 15, Kila No. 4(8-0), 5(8-0) Salam; Rect. No. 15, Kila No. 6/1(3-4), 6/2(4-16), 15(8-0), Kila 3, total measuring 16 Kanal 0 Marla up to the extent of 1/2 share which comes to 8 Kanal 0 Marla; Total Kita 6, total measuring 26 Kanal 0 Marla AND total land 7 Kanal 18½ Marla bearing Rect. No. 55 Kila No. 5(8-0); Rect. No. 56, Kila No. 10/2 (3-7), 1 (8-0), 2 (8-0), 9 (8-0), 10/1 (4-13), 12 (7-7); Rect. No. 30, Kila No. 21 (8-0), 22 (8-0); Rect. No. 31, Kila No. 25/2 (3-16), Total Kita 10, Total Measuring 67 Kanal 3 Marla, up to the extent of 317/2686 share which comes to 7 Kanal 18½ Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) be added in the Schedule "A". The land is more fully described in new "Schedule-A" attached here with to this Addendum.
3. That the Schedule "A" attached to this Addendum will replace the Schedule "A" of the Agreement dated 25th October, 2007 and be read and considered as part and parcel of the said Agreements for all purposes.
4. That all other terms and conditions of the Agreement dated 25th October, 2007 and Addendum dated 4th November, 2008 shall remain the same and in force.
5. This Addendum shall form an integral part of the Agreement dated 25th October, 2007 and Addendum dated 4th November, 2007 executed between the parties and shall be concurrent and

Official Seal of the Government of India
Ministry of Agriculture
New Delhi

Ministry of Infrastructure Development
New Delhi

co-terminus with the Agreement dated 25th October, 2007 and
Addendum dated 4th November, 2007.

IN WITNESS WHEREOF the parties have executed this Addendum
on the day, month and year first above written in the presence of
witnesses:

SIGNED AND DELIVERED by the
Within named ORRIS

Oscar Land & Housing Pvt. Ltd.


AUTHORISED SIGNATORY

SIGNED AND DELIVERED by the
Within named LAND OWNER

WITNESSES:

1.

For ORRIS INFRASTRUCTURE PVT. LTD.


Authorised Signatory

2.

SCHEDULE-A				Oscar Land & Housing - Addendum to Agreement, Dated 25th October 2007	
Sr. No.	Village	TOTAL AREA KANAL MARLA	VASIKI NO.	MUTATION NO.	LAND DETAILS
12284	Padna	4	23286	1958	RECT No.26, Kila No. 11/2(5-16), 9(8-0), 12/3(1-2), 13/1(3-6), Total (18-4), Share 1/4, FIELD 4, Total Measuring 4 Kanal 11 Marla
12486	Bacha	6	23279	2221	RECT No.8, Kila No.4(5-17), 7(7-13), 8(5-12), 9(7-17), 12/2(3-3), 13(7-18), 14(8-0), 17/2(3-4), 18/1(1-2), 18/2(3-11), Total (55-10), Share 303/2476, FIELD 11, Total Measuring 8 Kanal 16 Marla
12580	Bacha	4	23283	1959	RECT No.29, Kila No. 1/1/2(3-15), 10(8-0), 11/1/1/1(2-1), 12/2(1-17), 2/2/2(2-7), 9(2-4), RECT. No.30, Kila No.4/2/2(1-12), 4/3(1-16), 5(8-0), 6(8-0), Total (39-12), Share 1/9, FIELD 10, Total Measuring 4 Kanal 8 Marla
12709	Bacha	26	23280	1960	RECT No.29, Kila No. 1/1/2(3-15), 10(8-0), 11/1/1/1(2-1), 12/2(1-17), 2/2/2(2-7), 9(2-4), RECT. No.30, Kila No.4/2/2(1-12), 4/3(1-16), 5(8-0), 6(8-0), Total (39-12), Share 2/3, FIELD 10, Total Measuring 26 Kanal 8 Marla
128184	Bacha	21	23638	2224	RECT No.8, Kila No.4 Min (5-17), 7 Min (7-13), 8 Min (6-12), 9 Min (7-17), 12/2 Mir (5-15), 13 Min (7-18), 14(8-0), 17/2(3-4), 18/1(1-2), 18/2(3-11), 18/3(1-13), Total (60-2), Share 427/1110, FIELD 11, Total Measuring 21 Kanal 7 Marla
128185	Havelpur	10	23282	1725	RECT No.18, Kila No.1(8-0), 2(8-0), 10/1(4-0), Total (20-0), Share 1/2, FIELD 3, Total Measuring 10 Kanal 0 Marla
13380	Havelpur	3	23282	1728, 2592	RECT No.8, Kila No.23(8-0), Total (8-0), Share 233/496, FIELD 1, Total Measuring 3 Kanal 15 Marla
13452	Havelpur	7	23436	1727	RECT No.54, Kila No.5/3/3(0-5), RECT. No.58, Kila No.4/2(4-0), 5/1(4-0), 7(7-11), 8/2(0-9), 13/2/1(0-11), 14/1(2-0), RECT. No.60, Kila No.19/2(2-8), 20/1(2-4), 21/2(1-12), 22/1(2-8), Total (27-8), share 1/4 Measuring 6 Kanal 17 Marla, RECT. No.58 Kila No.6(7-13), 26(0-7), Total (8-0), Share 1/16, Measuring 0 Kanal 10 Marla; FIELD 13, Total Measuring 7 Kanal 7 Marla
13682	Havelpur	2	24427	1754	RECT No.14, Kila No.24/2(4-16), RECT. No.32, Kila No.4(8-0), 7(8-0), 14/1(2-8), Total (23-4), Share 28/240, FIELD 4, Total Measuring 2 Kanal 17 Marla
13700	Havelpur	21	23759	1726	RECT No.58, Kila No.3/2(5-16), RECT. No.59, Kila No.15(8-0), 16(8-0), Total (21-18), Salam, FIELD 3, Total Measuring 21 Kanal 15 Marla
13710	Havelpur				RECT No.54, Kila No.6/3/3(0-5), RECT. No.58, Kila No.4/2(4-0), 7(7-11), 5/1(4-0), 8/2(0-9), 13/2/1(0-11), 14/1(2-0), RECT. No.60, Kila No.19/2(2-8), 20/1(2-4), 21/2(1-12), 22/1(2-8), Total (27-8), Share 1/4, Measuring 6 Kanal 17 Marla; RECT. No.58, Kila No.6(7-13), 26(0-7), Total (8-0), Share 1/16, Measuring 0 Kanal 10 Marla; FIELD 13, Total Measuring 7 Kanal 7 Marla

PA-89915 INFRASTRUCTURE PVT. LTD.

(Signature)
Authorized Signatory

(Signature)
Authorized Signatory

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Oscar Land & Housing Pvt. Ltd.

Authenticated by www.gra.org

For ORIS INQUIRY: 304.447.178

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INDIA NON JUDICIAL

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AGREEMENT

This Agreement is made at _____ on this 25 day of Oct, 2007.

BETWEEN

ORRIS INFRASTRUCTURE PVT. LTD. a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/26a Taramandi New Delhi-57 through its Director ANIL GUPTA herein after referred to as **ORRIS** of the **ONE PART.**

AND

Rachha Estates Pvt. Ltd. a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/26a Taramandi New Delhi-57 through its Director ANIL GUPTA duly

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

॥ श्रीगणेशाय नमः ॥

authorized vide a Board Resolution dated 26.11.08 and hereinafter referred to as the "Land owner" of the **OTHER PART**.

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, administrator, nominees and assignees.

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land measuring about hectares (i.e. about 23 acres) and more fully described in 'Schedule-A' written hereunder and hereinafter referred to as SAID LAND.

AND WHEREAS the land owner represents that as per the Master Plan of Gurgaon the said land falls in the residential zone.

AND WHEREAS even if the land owner wants to develop the said land in keeping with the master plan, however as the land owner has only 23 Acres of land the land owner is not in a position to carry out the development of the said land as such has been looking for developer/collaborator to join hands with the land owner.

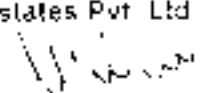
AND WHEREAS Orris has the expertise and resources in development of real estate and is doing projects either on its own or in collaboration with other reputed builders and is in the process of negotiation with various land owners for development of a colony in keeping with the provisions of the local laws.

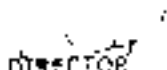
AND WHEREAS after ascertaining the capability of Orris and also ascertaining that Orris is in talk with the other land owners of adjacent land for developing a Colony, the land owner herein has approach Orris with an offer to make the land of the land owner also a part of the proposed Colony.

NOW, THEREFORE, THIS INTERSE AGREEMENT WITNESSETH as under:-

Radha Estates Pvt. Ltd

For ORRIS INFRASTRUCTURE PVT. LTD


Authorized Signatory


DIRECTOR

Reg. No. 1008 Reg. Year 1008-1009 Book No. 1



प्राप्तकर्ता



दाखेदार



गवाह

Praker
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Praker

Praker 1: H. D. Praker

Praker 2: Deepak Chakraborty

Praker

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,298 आज दिनांक 06/05/2018 को यहाँ न: 1 जिल्द न: 9,753 के पृष्ठ न: 1410 पर पंजीकृत किया गया तथा हमको एक प्रति अधिकृतित नहीं सख्य। जिल्द न: 832 के पृष्ठ पृष्ठ 52 व 53 पर विपणन गंधो। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और पंजीकृत के अपने दस्तावेज/निर्माण अगुना में हाथने किये हैं।

दिनांक 06/05/2018

अपनी प्रमाणित पंजीकृत अभिलेखी
पंजीकृत

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अंतर

Praker

1. The Land Owner hereby empower Orris to negotiate with various other land owners of adjacent area and consolidate the minimum required land for development of a colony so as to include the land of the land owner herein.
2. That upon Orris consolidating the requisite amount of land for development of a Colony, the land owner hereby grants its irrevocable approval in favour of Orris to develop the said land as a part of the larger colony either on its own or through any other developer/collaborator and on terms and conditions as may be decided by Orris at its absolute discretion with full authority and power to market the development including plotted area, group housing area, commercial area and other facilities and amenities as is available to the said colony and derive all profits and benefits therefrom including power and authority to receive the entire sale consideration in the name of Orris or in the name of its nominee or assignee at the absolute discretion of Orris.
3. That in lieu of the land owner granting irrevocable power in favour of Orris for making the said land as a part of a larger colony and applying for and obtaining all necessary permissions and approvals and thereafter developing a colony either through its own or through any other person or persons and marketing the entire project and receiving the entire sale consideration in its name, Orris shall allot in favour of the land owner plotted area measuring 10000 sq. yds in the proposed colony to be developed on the said land along with the land of the adjacent land owners. However after receipt of the licence, at the option of the land owner, Orris shall pay to the land owner a lump sum amount of Rs. 70,00,000/- per Acre instead of the plotted area and upon such payment, the entitlement of the land owner in the plotted area shall automatically stands vested in favour of Orris and the Land Owner shall get the Land transferred in the name of the Developer or its nominee in parts of full at circle rate and their amount will be adjusted in the lump sum payment stated above. The Land Owner shall apply to DTCP for the transfer of Licence in favour of the Colonizer / Developer or its nominee.

Radha Estates Pvt. Ltd.


Authorized Signatory

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

1. That Orris will be empowered and authorized to consolidate the said land along with adjacent land of other land owners for development of a Colony with full authority to identify the Developers. Orris shall be solely responsible to carry all the work relating to the development of land and the Land Owners shall have no say in the same. The obligation of Orris shall be inter alia as under:

(a) At the time of signing of this agreement the ORRIS has paid the consideration amount of Rs. 5,00,000/- per acre as advance to the Land Owner which will be either adjusted in the Land Owner's lump sum amount as stated above or refunded when the Land Owner get its allocation.

(b) The advance has been paid in the following manner:-

(i) Cheque No 011728 dated 24/01/07 amount 1,15,00,000/- drawn on CIT Bank.

(c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Orris;

(d) to apply for change of land use of the said land and deposit all application money, licence fee and other charges as may be required either through its own sources or through any other developer/Collaborator at the absolute discretion of Orris.

(e) to prepare the blue print for development on the said land;

(f) to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land

Radha Estates Pvt. Ltd.

Authorised Signatory

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

(e) To identify a reputed Developer for development on the said land either through private negotiations or through advertisement and enter into necessary agreement with such developer.

(f) To coordinate with the Developer during the course of the development and for that purpose to engage architect, engineer etc.

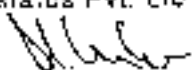
(g) To engage and employ all work force as may be required in the said Project for securing the interest of the land owner.

(h) To market the entire project including the plotted area, group housing area, commercial area and all other facilities and amenities as provided in the said colony and for that purpose to sign and execute all necessary documents, agreements including allotment letter, agreement to sell, plot buyers agreement, space buyers agreement, apartment buyers agreement, sale deed, gift deed, lease deed, licence deed or any other instrument or instructions as may be required from time to time for conveying interest in the said colony or part thereof in favour of the prospective buyer.


(i) To receive the entire sale consideration, deposit, lease rent, refundable security deposit, from any such prospective buyer, tenant, occupant etc. in the said project.

5. That in order to facilitate Orris to achieve the object of this Agreement, the land owner have executed a power of attorney in favour of Shri Amrit Gupta of Mz. VISHU Gupta resident of C-3/26a Tundak-pur RD and Shri _____ son of _____ resident of _____ nominees of Orris who shall have full authority and power to act jointly or severally as may be decided by the attorney from time to time and the said power of attorney shall not be revoked or

Radha Estates Pvt. Ltd


Authorized Signatory

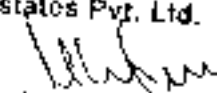
For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

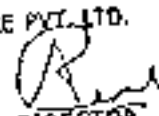
cancelled for any reason whatsoever except when so requested by Orris in writing and if so desired by Orris to revoke the aforementioned power of Attorney and execute fresh power of Attorney but only at the discretion of Orris. However, it is clearly agreed and understood between the parties that the execution of the power of attorney does not absolve the land owner of its responsibility to sign and execute various papers and documents, if so required by Orris.

6. That in the event Orris fails to obtain the licence and/or the land can not be developed as a colony, then in that event Orris shall have full authority and power to explore possibility of alternate development and in the event such alternate development does not permit residential plotted development, the land owner shall be entitled to receive the fixed lump sum amount as mentioned in clause 3 hereinabove.
7. That the present agreement is executed with the clear stipulations that the land of the land owner is free from all encumbrances, charges, liens, and there is no defect in the title of the land owner. However, in the event there is any claim or claims by any third party and/or there is any litigation affecting the title of the land owner, it shall be the sole responsibility of the land owner to rectify the defect and make out a good and marketable title without causing any prejudice or loss to Orris and/or to other land owners and the land owner do hereby keep Orris indemnified on the aforementioned account.
8. It is clearly understood between the parties that after signing this agreement the Land Owner have no right to interfere in any manner to the Developer in concern of the development or disposal of the Said Land except getting its share.
9. In special case the Land Owner have right to cancel this agreement with mutual consent of the Developer before obtaining licence, in such case the Land Owner will refund the double amount.

Radha Estates Pvt. Ltd.

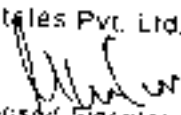

Authorized Signatory

For ORRIS INFRASTRUCTURE PVT. LTD.



DIRECTOR

11. That the land owner shall provide all necessary assistance and cooperation to Orris and furnish all necessary information and documents and/or certifications as may be sought for by any authority or authorities while examining the title of the land owner for grant of L.O. and also subsequent thereto till the completion of the entire project.
11. That all original document in respect of the said property are presently lying with the land owner who shall make the same available to Orris at the time of making application for grant of the necessary licence and upon grant of the letter of intent Orris shall be entitled to hold the said document with full authority to create any charge or encumbrances on the said land and also with authority to deposit the title deeds with any Banks/Financial institutions with intention to create mortgage. In the event any document/agreement is required to be signed by the land owner, the land owner shall sign and execute all such documents in favour of Banks/Institutions for facilitating the mortgage. However such charge shall not prejudice the receivable of the land owner under this agreement.
12. That all dues in respect of the land including any land revenue or taxes payable in respect of the said land upto this date shall be the sole liability of the land owner. However, all the EDC, IDC and any other charges payable to any authority or authorities for developing the said land as a colony shall be the sole liability of Orris.
13. That in case of any dispute or difference arising between the partners touching the interpretation of the terms of this deed or any matter whatsoever the same shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or replacement thereof.

Radha Estates Pvt. Ltd.


Authorized Signatory


For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

2-17-66

		SHEDULE-A		RADHA ESTATE		
		TOTAL		VASIKA	MUTATION	
S.NO.	Sr.Reg. No.	VILLAGE	AREA	NO.	NO.	LAND DETAILS
			KANAL	MARLA		
1	32/117	Badha	80	17	25891	2109
						RECT.No.3,Kila No.1(4-7),9/11(9-5),10/11(8-17),RECT.No.4,Kila No.14(7-8),15(8-0),16(8-0),17(7-8),24(7-8),25(8-0);RECT No 7,Kila No 4(6-16),5(7-7).Total (80-17), Salem, FIELD 11,Total Measuring 80 Kanal 17 Marla
2	45/146	Badha	8	11.5	3020	2018
						RECT.No.4,kila No 11(2(3-17),12(2(4-0),13(7-11),20(2(0-8),20(3(3-19),Total (19-15), Share 1/3,FIELD 5, Total measuring 6 Kanal 11.5 Marla
3	46/148	Badha	21	7.5	2959	2113
						RECT.No.9,Kila No.4(1(2-13),4(2(1-14),7(8-0),8(2(3-16),9(2(0-18),11(2(4-0),12(8-0),13(8-0),14(1(3-10),18(1(2-4),Total (42-15), Share 1/2, FIELD 10, Total Measuring 21 Kanal 7.5 Marla
4	47/149	Badha	9	1.5	3764	2022
						RECT.No.3,Kila No 9(2(0-18),11(8-0),12(8-0),9(1(2(0-9),10(1(2(0-9),10(2(0-18),15(8-0),20(8-0),21(1(1(2-18),22(2(7-15), total (45-7), Share 1/5,FIELD 10, Total Measuring 9 Kanal 1.5 Marla
5	48/150	Badha	3	0.5	3762	2024
						RECT.No.3,Kila No.8(2(0-18),11(8-0),12(8-0),9(1(2(0-9),10(1(2(0-9),10(2(0-18),19(8-0),20(8-0),21(1(1(2-18),22(2(7-15), total (45-7), Share 1/15;FIELD 10, Total Measuring 3 Kanal 0.5 Marla
6	49/151	Badha	3	0.5	3766	2225
						RECT.No.3,Kila No.8(2(0-18),11(8-0),12(8-0),9(1(2(0-9),10(1(2(0-9),10(2(0-18),19(8-0),20(8-0),21(1(1(2-18),22(2(7-15), total (45-7), Share 1/15;FIELD 10, Total Measuring 3 Kanal 0.5 Marla
7	50/152	Badha	9	1.5	3763	2023
						RECT.No.3,Kila No 9(2(0-18),11(8-0),12(8-0),9(1(2(0-9),10(1(2(0-9),10(2(0-18),19(8-0),20(8-0),21(1(1(2-18),22(2(7-15), total (45-7), Share 1/5,FIELD 10, Total Measuring 9 Kanal 1.5 Marla
8	51/153	Badha	9	1.5	3760	2025
						RECT.No.3,Kila No 8(2(0-18),11(8-0),12(8-0),9(1(2(0-9),10(1(2(0-9),10(2(0-18),19(8-0),20(8-0),21(1(1(2-18),22(2(7-15), total (45-7), Share 1/5;FIELD 10, Total Measuring 9 Kanal 1.5 Marla
9	52/154	Badha	3	0.5	3767	2020
						RECT.No.3,Kila No 8(2(0-18),11(8-0),12(8-0),9(1(2(0-9),10(1(2(0-9),10(2(0-18),19(8-0),20(8-0),21(1(1(2-18),22(2(7-15), total (45-7), Share 1/15;FIELD 10, Total Measuring 3 Kanal 0.5 Marla
10	53/155	Badha	9	1	3757	2026
						RECT.No.3,Kila No.8(2(0-18),11(8-0),12(8-0),9(1(2(0-9),10(1(2(0-9),10(2(0-18),19(8-0),20(8-0),21(1(1(2-18),22(2(7-15), total (45-7), Share 1/5;FIELD 10, Total Measuring 9 Kanal 1 Marla

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11	54/156	Badha	8	1.5	2816	2115	RECT.No.16,Kila No.1/1(3-0),18(8-0),19(7/2(4-1),23(13-7),17(8-0),Total(28-8) Share 1/11, Measuring 2 Kanal 8 Marla RECT.No.24,Kila no.5(7-2),6(7-7),7(1(2-10),7(2(0-14),Total(17-13), Share 74/708, Measuring 1 Kanal 17 Marla; RECT.No.16,Kila No.4(8-0),5(8-0),7(8-0),14(8-0),Total(52-0),Share 1/8,Measuring 4 Kanal 0 Marla;RECT.No.16,Kila No.13(2(4-0),12(1(9-1),13(1(4-0),Total(17-1), Share 33/682, Measuring 0 Kanal 16.5 Marla;FIELD 18, Total Measuring 9 Kanal 1.6 Marla
12	55/157	Badha	4	19	3553	2027	RECT.No.4 Kila No.21/1(2-9), Share 2/9, Measuring 0 Kanal 11 Marla;RECT.No.26,Kila No.4(1(5-15),5(7-8),Total(13-3), Share 1/3,Measuring 4 Kanal 8 Marla, FIELD 3, Total Measuring 4 Kanal 19 Marla
13	63/168	Badha	2	19	4646	2028	RECT.No.27 Kila No.13(2(1(1-11),13(3(0-18),Total(2-10), Share 4/5, Measuring 2 Kanal 0 Marla;RECT.No.27 Kila No.13(4(1-16), Share 8/15,Measuring 0 Kanal 19 Marla;FIELD 3, Total Measuring 2 Kanal 19 Marla
14	64/169	Badha	8	0	4647	2029	RECT.No.27 Kila No.11(8-0),Salam, FIELD 1, Total measuring 8 Kanal 0 Marla RECT.No.31,Kila No.23(1(1-0),Salam,Measuring 1 Kanal 0 Marla
15	104/172	Hayatpur	1	16.5	5947	1986	RECT.No.31,Kila No.22(1(2(1(2-0),Share 13/40, Measuring 0 Kanal 13 Marla,RECT.No.31,Kila No.24(1(0-8),RECT.No.55 Kila no.4(1(1(0-2),Total(0-10),Share 1/3, Measuring 0 Kanal 3.5 Marla;FIELD 4, Total Measuring 1 Kanal 16.5 Marla
16	126/180	Hayatpur	4	0	7833	1930	RECT.No.3,Kila No.16(8-0),25(2(4-0),Total(12-0),Share 1/3,,FIELD 2,Total Measuring 4 Kanal 0 Marla
17	112/171	Hayatpur	0	17.55	6055	1824	RECT.No.67,Kila No.3(2(3-16),4(2(7-12),7(1(3-12),8(1(1(2-3),Total(17-3), Share 17/343, Measuring 0 Kanal 17 Marla , RECT.No.69 Kila No.11(2(2-8), Share Measuring 0 Kanal 0.55 Marla,FIELD 5, Total measuring 0 Kanal 17.55 Marla
			180	116.55			
		TOTAL	185	16.65			
			21.228	ACRE			

Radha Estates Pvt. Ltd.

Radha
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1

COLLABORATION AGREEMENT

This Agreement is made at Gurgaon on this 5 day of April 2011

BETWEEN

() M/s. ORRIS INFRASTRUCTURE PRIVATE LIMITED, a Company incorporated under the Companies Act 1956 and having its office at 2-10/5, DLF Phase II, M. G. Road, Gurgaon through its Authorized Signatory, Mr. Amit Gupta, duly authorized vide a Board Resolution dated 4/9/10 and herein after referred to as ORRIS of the ONE PART.

AND

M/s. RADHA ESTATE PRIVATE LIMITED, a company incorporated under The Companies Act, 1956, having its registered office at 1697, Chhanna Mandi, Pabai Gurgaon, New Delhi - 110055 through its Authorized Signatory Sh. Vijay Gupta, duly authorized vide a Board Resolution dated 5/12/10 and hereinafter referred to as the "Land owner" of the OTHER PART.

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, administrators, nominees and assigns.

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land measuring bearing Khewat/ Khata No. 19/16, Mustil No. 6, Killa No. 6/1min (0-4), 15min (6-19), Mustil No. 7, Killa No. 16/2min. (2-12), 11/14 15, Killa 4 land measuring 14 Kanal 12 Marla Salam vide jatubandi year 2002-2003 situated in the revenue estate of Badha, Tehsil Manesar, District Gurgaon, Haryana Khewat/ Khata

For Orris Infrastructure Pvt. Ltd

AUTHORIZED SIGNATORY

Radha Estate Pvt. Ltd

AUTHORIZED SIGNATORY

No. 388453 Musrif No. 30, Katta No. 244 CS-4 Musrif No. 50, Katta No. 411 CS-3, 402 CS-1, CS-2, 2001/4 - Katta's land measuring 12 Kanals 13 Marla up to the extent of 40% share which comes to total area of 20 Kanals 10 Marla vide Jamabandi year 2004-2005 situated in the revenue estate of Hayatpur, Tehsil & District - Gurgaoon, Haryana. Total land of Villages- Badli and Hayatpur is 45 Kanals 3 Marla, hereinafter referred to as "the said land".

AND WHEREAS the land owner represents that as per the Master Plan of Gurgaoon the said land falls in the residential zone.

AND WHEREAS the land owner has lack of expertise and wants to develop the said land in keeping with the master plan, however as the land owner has about 4.387 Acres of land, the land owner is not in a position to carry out the development of the said land as such has been looking for developer/collaborator to join hands with the land owner.

AND WHEREAS Oris has the expertise and resources in development of real estate and is doing projects either on its own or in collaboration with other reputed builders and is in the process of negotiation with various land owners for development of a colony in keeping with the provisions of the local laws.

AND WHEREAS after ascertaining the capability of Oris and also ascertaining that Oris is in talk with the other land owners of adjacent land for developing a Colony, the land owner herein has approached Oris with an offer to make the land of the land owner also a part of the proposed Colony.

NOW, THEREFORE, THIS COLLABORATION AGREEMENT WITNESSETH as under:-

1. The Land Owner hereby empowers Oris to negotiate with various other land owners of adjacent area and consolidate the minimum required land for development of a Colony so as to include the land of the land owner herein.

Radha Estates Pvt. Ltd

Authorised Signatory

For Oris Infrastructure Pvt. Ltd

Authorised Signatory

Reg. No. 26 Reg. Year 2011-2012 Book No. 1



पेशवा

डिस्ट्रिक्ट

रजिस्ट्रार

पेशवा
Vijay Gupta

[Signature]

डिस्ट्रिक्ट
District - Anand Gupta

[Signature]

पेशवा 1. Jitendra Singh

[Signature]

पेशवा 2. Samay Gupta

[Signature]

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 26 आज दिनांक 05/04/2011 को बही नं. 1 जिल्द नं. 1 के पृष्ठ नं. 1 पर पंजीकृत किया गया तथा इसकी एक प्रति अधिलेखित बही सख्या 1 जिल्द नं. 1 के पृष्ठ सख्या 2 से 4 पर निकाली गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज में परामर्शकों की गवाही के अन्तर्गत दस्तावेज/विशेष आगुल में सम्मिलित है -

दिनांक 05/04/2011

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2. The land owner hereby grants its irrevocable consent/approval in favour of Orris to develop the said land as a part of the larger colony either on its own or through any other developer/collaborator and on terms and conditions as may be decided by Orris at its absolute discretion with full authority and power to market the development including plotted area, group housing area, commercial area and other facilities and amenities as is available to the said colony and derive all profits and benefits there from including power and authority to receive the entire sale consideration in the name of Orris or in the name of its nominee or assignee at the absolute discretion of Orris.
3. That in lieu of the land owner granting irrevocable power in favour of Orris for making the said land as a part of a larger colony and applying for and obtaining all necessary permissions and approvals and thereafter developing a colony either through its own or through any other person or persons and marketing the entire project and receiving the entire sale consideration in its name, Orris shall allot in favour of the land owner plotted area measuring 1000 sq. yds per Acre in the proposed colony to be developed on the said land along with the land of the adjacent land owners.
4. That in case, Orris fails to obtain the licence for development of the said land and allow the aforesaid plotted area within 3 (Three) years from the date of this Collaboration Agreement or any further period as may be mutually extended by the parties, in that event the land owner shall be entitled to receive a sum of Rs. 1,32,52,000/- per Acre from Orris and after the aforesaid sum is paid to the land owner, the Orris shall stand fully discharged of its obligation(s) towards the land owner as stipulated under this Collaboration Agreement. The Security amount already paid to the land owner by the Orris shall be adjusted towards the aforesaid amount of Rs. 21,93,500/-.
5. That Orris will be empowered and authorized to consolidate the said land along with adjacent land of other land owners for development of a Colony with full

Rodha P. Ltd. Pvt. Ltd.

Authorized Signatory

For Orris International Pvt. Ltd.

Authorized Signatory

authority to identify the Developers. Orris shall be solely responsible to carry all the work relating to the development of land and the Land Owners shall have no say in the same. The obligation of Orris shall be inter alia as under:

- a) At time of signing of this agreement the ORRIS has paid the security amount of Rs. 5,00,000/- per acre as advance to the Land Owner which will be refunded when the Land Owner get its allocation.
- b) The advance has been paid in the following manner:
Rs. 91,93,501/-, Cheque No. 24,6867, dated 01/06/11 drawn on Axis Bank Ltd., Gurgaon.
- c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Orris;
- d) to apply for change of land use of the said land and deposit all application money, licence fee and other charges as may be required either through its own sources or through any other developer/Collaborator at the absolute discretion of Orris.
- e) to prepare the blue print for development on the said land;
- f) to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land;
- g) to identify a reputed Developer for development on the said land either through private negotiations or through advertisement and enter into necessary agreement with such developer.
- h) To coordinate with the Developer during the course of the development and for that purpose to engage architect, engineers etc.

Land Owner's Signature

Authorised Signatory

For Orris Infrastructure Pvt. Ltd.


Authorized Signatory


vi) To engage and employ all work forces as may be required in the said Project for securing the interest of the land owner.

vii) To market the entire project including the plotted area, group housing area, commercial area and all other facilities and amenities as provided in the said colony and for that purpose to sign and execute all necessary documents, agreements including allotment letter, agreement to sell, plot buyers agreement, space buyers agreement, apartment buyers agreement, sale deed, gift deed, lease deed, licence deed or any other instrument or instructions as may be required from time to time for conveying interest in the said colony or part thereof in favour of the prospective buyer.

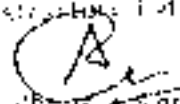
viii) To receive the entire sale consideration, deposit, lease rent, refundable security deposit in its own name from any such prospective buyer, tenant, occupant etc. in the said project.

6. That in order to facilitate Oms to achieve the object of this Agreement, the land owner shall execute a power of attorney in favour of M/s. Oms Infrastructure Private Limited through its Authorized Signatory, Shri Anu Gupta son of Sh. Vijay Gupta resident of C - 3/260, Janakpuri, New Delhi - 110058 who shall have full authority and power to act jointly or severally as may be decided by the attorney from time to time and the said power of attorney shall not be revoked or cancelled for any reason whatsoever except when so requested by Oms in writing and if so desired by Oms to revoke the aforementioned power of Attorney and execute fresh power of Attorney but only at the discretion of Oms. However, it is clearly agreed and understood between the parties that the execution of the power of attorney does not absolve the land owner of its responsibility to sign and execute various papers and documents, if so required by Oms.

Radhe Estates Pvt. Ltd.


Authorized Signatory

For Oms Infrastructure Pvt. Ltd.


Authorized Signatory

7. That in the event Oriss fails to obtain the licence and/or the land can not be developed as a colony, then in that event Oriss shall have full authority and power to explore possibility of alternate development.
8. That the present agreement is executed with the clear stipulations that the land of the land owner is free from all encumbrances, charges, liens, and there is no defect in the title of the land owner. However, in the event there is any claim or claims by any third party and/or there is any litigation affecting the title of the land owner, it shall be the sole responsibility of the land owner to rectify the defect and make out a good and marketable title without causing any prejudice or loss to Oriss and/or to other land owners and the land owner do hereby keep Oriss indemnified on the aforementioned account.
9. That the land owner shall provide all necessary assistance and cooperation to Oriss and furnish all necessary information and documents and/or clarifications as may be sought for by any authority or authorities while examining the title of the land owner for grant of LOI and also subsequent thereto till the completion of the entire project.
10. That all original documents in respect of the said property are presently lying with the land owner who shall make the same available to Oriss at the time of making application for grant of the necessary licence and upon grant of the letter of intent Oriss shall be entitled to hold the said documents with full authority to create any charge or encumbrances on the said land and also with authority to deposit the title deeds with any Banks/financial institutions with intention to create mortgage. In the event any document/agreement is required to be signed by the land owner, the land owner shall sign and execute all such documents in favour of Banks/institutions for facilitating the mortgage. However such charge shall not prejudice the receivable of the land owner under this agreement.

Radha Estates Pvt. Ltd

Authorised Signatory

For Oriss Estate Pvt. Ltd

Authorised Signatory

11 That all dues in respect of the land including any land revenue or taxes payable in respect of the said land up to this date shall be the sole liability of the land owner. However, all the FDC, IDC and any other charges payable to any authority or authorities for developing the said land as a colony shall be the sole liability of ORIS.

12 That in case of any dispute or difference arising between the partners touching the interpretation of the terms of this deed or any matter whatsoever the same shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or replacement thereof.

IN WITNESS WHEREOF the parties hereto have signed this Collaboration Agreement on the day, month and year first above written

For ORIS Infrastructure Pvt. Ltd.

SIGNED AND DELIVERED by the
within named ORIS

Ashutosh Singh

For ORIS Infrastructure Pvt. Ltd.

Ashutosh Singh

SIGNED AND DELIVERED by the
within named LAND OWNER

WITNESSES:

1. Surjeet Gupta S/o Sh. Nhem Chander Gupta
D/o P.C. Mahesh Chander (Arbudi) Gurgaon
Rancho Buz.
2. Jitendra Singh S/o Sh. Kishor Singh
H/S: Sector - 15 Gurgaon.



परीक्षा नं. 26
116 34-22
दिनांक 5/9/92
संयुक्त सेवा रजिस्ट्रार
भा.ने.सर

भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

हरियाणा HARYANA

B 396716

AGREEMENT

This Agreement is made at _____ on this 16 day of Nov. 2007.

BETWEEN

ORRIS INFRASTRUCTURE PVT. LTD. a Company incorporated under the Companies Act, 1956 and having its registered office at C-2/26, Jangpore through its Director Amit Gupta herein after referred to as ORRIS the ONE PART.

AND

Lalman Load and Hooking Pvt. Ltd. Limited Company incorporated under the Companies Act, 1956 and having its registered office at C-2/26, Jangpore through its Mr. VITAY Gupta duly authorized vide a Board Resolution dated 4 Sept. 2007 and hereinafter referred to as the "land owner" of the OTHER PART.

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

For Lalman Load and Hooking (P) Ltd.

[Signature]

अमिताभ कुमार

22-152-1
100-13-300
984

प्लॉट नं: 3320

दिनांक 06/05/2008

डीड संबंधी विवरण	
SIS का नाम AGRI-FM-FM	
राशिमूल/सब राशिमूल गुहाणा	गिरिशहरी गढ़ा
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 6,500,000.00 रुपये	स्टाम्प ड्यूटी की राशि 100.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये

Drawn By: L.D. Pathak Adv

यह प्रलेख आज दिनांक 06/05/2008 दिन पंगतवार समय बजे श्री/श्रीमती/कुमारी M/s Omis India.
पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी C-3/260, Annapuri, N Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता
श्री M/s Omis India Pvt Ltd (Hru Amit Gupta(OTHER))

उप/समय/प्रमाण अधिकारी
गुहाणा

उपरोक्त पंजीकृत श्री/श्रीमती/कुमारी Hru - Vijay Gupta दस्तावेज है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर
तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि पंजीकृत ने मेरे समक्ष पंजीकृत
को अदा की तथा प्रलेख में वर्णित अधिम अदा की गई राशि के लोन देन को स्वीकार किया।

दोनों पक्षों को पंजीकृत श्री/श्रीमती/कुमारी L.D. Pathak पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Delhi
व श्री/श्रीमती/कुमारी Deepak Chakkarborty पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी M.R. Chakkarborty निवासी 22/741, DDA Flats,
दिल्ली निवासी होने के कारण/अधिकृत के रूप में जानते हैं तथा यह साक्षी नं:2 की पहचान करता है।

दिनांक 06/05/2008

उप/समय/प्रमाण अधिकारी
गुहाणा

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

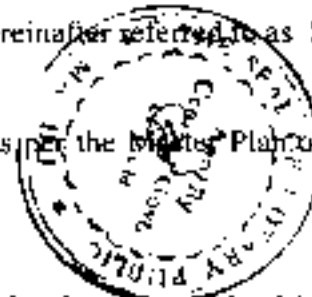
हरियाणा HARYANA

B 396715

The expression **Orris** and land owner wherever occur in this Agreement shall mean and include their successors, administrator, nominees and assignees.

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land measuring about hectares (i.e. about 19 acres) and more fully described in "Schedule-A" written hereunder and hereinafter referred to as SAID LAND

AND WHEREAS the land owner represents that as per the Master Plan of Gurgaon the said land falls in the residential zone.



AND WHEREAS even if the land owner wants to develop the said land in keeping with the master plan, however as the land owner has only 19 Acres of land the land owner is not in a position to carry out the development of the said land as such has been looking for developer/collaborator to join hands with the land owner.

AND WHEREAS Orris has the expertise and resources in development of real estate and is doing projects either on its own or in collaboration with other reputed builders and is in

For ORRIS INFRASTRUCTURE PVT. LTD.

Orion Land & Housing (P) Ltd.

Authorised Signatory

DIRECTOR

22792/10

Reg. No. 5570 Reg. Year 2008-2009 Book No. 1



पेशकरी



दावेदार



गवाह

पेशकरी
Amit Gupta

[Signature]

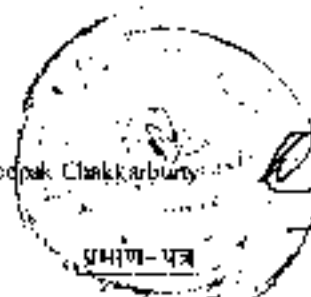
दावेदार
Thur: Vijay Gupta

[Signature]

गवाह 1 - 1133 Pathak

[Signature]

गवाह 2 - Deepak Chakrabarty



[Signature]

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,320 आयु दिनांक 06/05/2008 को जारी न: 1 जिल्द न: 9,753 के पृष्ठ न: 140 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त जारी राख्य 1 जिल्द न: 832 के पृष्ठ संख्या 52 से 53 पर चिपकाई गया। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा में सामने किये हैं।

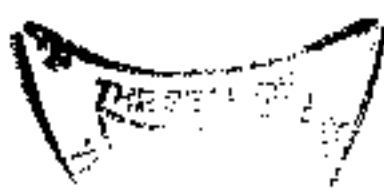
दिनांक 06/05/2008

हप/सर्वोक्त पंजीयन अधिकारी
मुद्रांकित

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10387 63-64
875
615/8

[Signature]

संयुक्त सचिव, ग्रामीण विकास विभाग
मुद्रांकित



भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

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INDIA NON JUDICIAL

हरियाणा HARYANA

B 396714

the process of negotiation with various land owners for development of a colony in keeping with the provisions of the local laws

AND WHEREAS after ascertaining the capability of Orris and also ascertaining that Orris is in talk with the other land owners of adjacent land for developing a Colony, the land owner herein has approach Orris with an offer to make the land of the land owner also a part of the proposed Colony.

NOW, THEREFORE, THIS INTERSE AGREEMENT WITNESSETH as under:-

1. The Land Owner hereby empower Orris to negotiate with various other land owners of adjacent area and consolidate the minimum required land for development of a Colony so as to include the land of the land owner herein.
2. That upon Orris consolidating the requisite amount of land for development of a Colony, the land owner hereby grants its irrevocable approval in favour of Orris

—Gurpreet Singh & Pooja (P) Ltd.

Authorized Signatory

to develop the said land as a part of the larger colony either on its own or through any other developer/collaborator and on terms and conditions as may be decided by Orris at its absolute discretion with full authority and power to market the development including plotted area, group housing area, commercial area and other facilities and amenities as is available to the said colony and derive all profits and benefits therefrom including power and authority to receive the entire sale consideration in the name of Orris or in the name of its nominee or assignee at the absolute discretion of Orris.

3. That in lieu of the land owner granting irrevocable power in favour of Orris for making the said land as a part of a larger colony and applying for and obtaining all necessary permissions and approvals and thereafter developing a colony either through its own or through any other person or persons and marketing the entire project and receiving the entire sale consideration in its name, Orris shall allot in favour of the land owner plotted area measuring 1150 sq. yds in the proposed colony to be developed on the said land along with the land of the adjacent land owners. However after receipt of the licence, at the option of the land owner, Orris shall pay to the land owner a lump sum amount of Rs. 65,00,000 per Acre instead of the plotted area and upon such payment, the entitlement of the land owner in the plotted area shall automatically stands vested in favour of Orris who alone shall be entitled to derive all profits and benefits therefrom.
4. That Orris will be empowered and authorized to consolidate the said land along with adjacent land of other land owners for development of a Colony with full authority to identify the Developers. Orris shall be solely responsible to carry all the work relating to the development of land and the Land Owners shall have no say in the same. The obligation of Orris shall be inter alia as under

- a) At time of signing of this agreement the ORRIS has paid the consideration amount of Rs. 5,00,000/- per acre as advance to the Land Owner

For ORRIS INFRASTRUCTURE PVT. LTD.

ORRIS INFRASTRUCTURE PVT. LTD.

Authorized Signatory

DIRECTOR

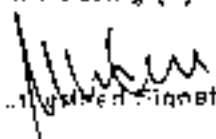
either adjusted in the Land Owner's lump sum amount as started above or refunded when the Land Owner get its allocation.

b) The advance has been paid in the following manner:-

(i) Cheque No. 011738 dated 13/11/16 amount 9,50,000/-
drawn on State Bank of India

- c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Orris;
- d) to apply for change of land use of the said land and deposit all application money, licence fee and other charges as may be required either through its own sources or through any other developer/Collaborator at the absolute discretion of Orris;
- e) to prepare the blue print for development on the said land;
- f) to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land;
- g) to identify a reputed Developer for development on the said land either through private negotiations or through advertisement and enter into necessary agreement with such developer;
- h) To coordinate with the Developer during the course of the development and for that purpose to engage architect, engineer etc.
- i) To engage and employ all work force as may be required in the said Project for securing the interest of the land owner.

For and on behalf of Housing (P) Ltd.


Authorized Signatory



- j) To market the entire project including the plotted area, group housing area, commercial area and all other facilities and amenities as provided in the said colony and for that purpose to sign and execute all necessary documents, agreements including allotment letter, agreement to sell, plot buyers agreement, space buyers agreement, apartment buyers agreement, sale deed, gift deed, lease deed, licence deed or any other instrument or instructions as may be required from time to time for conveying interest in the said colony or part thereof in favour of the prospective buyer.
- k) To receive the entire sale consideration, deposit, lease rent, refundable security deposit, from any such prospective buyer, tenant, occupant etc in the said project.
5. That in order to facilitate Orris to achieve the object of this Agreement, the land owner have executed a power of attorney in favour of Shri Anil Gupta son of Mr. Vijay Kumar resident of C-3/260 Jangal-puri No 2 and Shri _____ son of _____ resident of _____ nominees of Orris who shall have full authority and power to act jointly or severally as may be decided by the attorney from time to time and the said power of attorney shall not be revoked or cancelled for any reason whatsoever except when so requested by Orris to revoke and if so desired by Orris to revoke the aforementioned power of Attorney and execute fresh power of Attorney but only at the discretion of Orris. However, it is clearly agreed and understood between the parties that the execution of the power of attorney does not absolve the land owner of its responsibility to sign and execute various papers and documents, if so required by Orris.
6. That in the event Orris fails to obtain the licence and/or the land can not be developed as a colony, then in that event Orris shall have full authority and power to explore possibility of alternate development and in the event such alternate development does not permit residential plotted development, the land

Sahjan Land & Housing (P) Ltd.

For ORRIS INFRASTRUCTURE PVT. LTD.

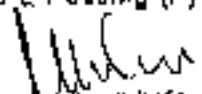

Authorized Signatory


DIRECTOR

owner shall be entitled to receive the fixed lump sum amount as mentioned in clause hereinabove.

7. That the present agreement is executed with the clear stipulations that the land of the land owner is free from all encumbrances, charges, liens, and there is no defect in the title of the land owner. However, in the event there is any claim or claims by any third party and/or there is any litigation affecting the title of the land owner, it shall be the sole responsibility of the land owner to rectify the defect and make out a good and marketable title without causing any prejudice or loss to Orris and/or to other land owners and the land owner do hereby keep Orris indemnified on the aforementioned account.
8. That the land owner shall provide all necessary assistance and cooperation to Orris and furnish all necessary information and documents and/or clarifications as may be sought for by any authority or authorities while examining the title of the land owner for grant of L.O. and also subsequent thereto till the completion of the entire project.
9. That all original document in respect of the said property are presently lying with the land owner who shall make the same available to Orris at the time of making application for grant of the necessary licence and upon grant of the licence of intent; Orris shall be entitled to hold the said document with full authority to create any charge or encumbrances on the said land and also with authority to deposit the title deeds with any Banks/Financial institutions with intention to create mortgage. In the event any document/agreement is required to be signed by the land owner, the land owner shall sign and execute all such documents in favour of Banks/Institutions for facilitating the mortgage. However such charge shall not prejudice the receivable of the land owner under this agreement.
10. That all dues in respect of the land including any land revenue or taxes payable in respect of the said land upto this date shall be the sole liability of the land owner.

Sulmon Land & Housing (P) Ltd.


Authorized Signatory



However, all the EDC, IDC and any other charges payable to any authority or authorities for developing the said land as a colony shall be the sole liability of Orris.

11. That in case of any dispute or difference arising between the partners touching the interpretation of the terms of this deed or any matter whatsoever the same shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or replacement thereof.

SCHEDULE-A

Attached.

IN WITNESS WHEREOF the parties hereto have signed this Intense Agreement on the day, month and year first above written.

SIGNED AND DELIVERED by the For ORRIS INFRASTRUCTURE PVT LTD,
within named ORRIS



*Drafted by
H. D. Pathak*

SIGNED AND DELIVERED by the
within named LAND OWNER

For Land & Fencing (F) Ltd.

WITNESSES:

1.

H. D. Pathak

H.D. PATHAK Spsh-S.D. PATHAK

2.

Shyam Nager - PAL WAL-121102

Deepak Chaturvedi

Deepak Chaturvedi
Spsh in R.C. Chaturvedi
22/7/11 22A Fldh
Kalkaji, Delhi

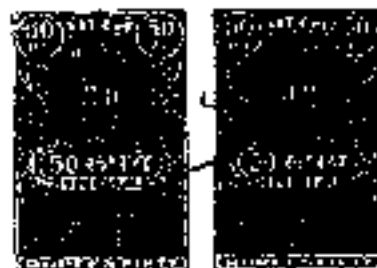
ATTESTED TO BE TRUE COPY

ARVEEN KUMAR ANGRISH
ADVOCATE & NOTARY
DIST. GURGAON (Haryana) INDIA

Authorized Signatory

SCHEDULE-A				SALMON LAND & HOUSING	
S.N. Sr. Reg. O. No.	VILLAGE	TOTAL AREA KANAL	MARLA	VASIKA NO.	MUTATION NO.
LAND DETAILS					
1 88/256	Badha	16	0	16760	2281
RECT. No 9 Kila No. 16/3(2-16), 17/2(8-9), 23/2(4-1), 24/7-7, 25/1(4-15); RECT. No. 17, Kila No. 24/4(1-4), Total (26-12), 3/16 Share Measuring 5 Kanal 0 Marla; RECT. No. 27 Kila No. 12/8-0), Satam, Measuring 8 Kanal 0 Marla; RECT. No 10 Kila No 24(8-0), 3/5 Share, Measuring 3 Kanal 0 Marla; FIELD 8, Total Measuring 16 Kanal 0 Marla					
2 89/256	Badha	28	0	16759	
RECT. No 10, Kila No 12/9-9), 13/1(4-4), Total (13-13), 2/3 Share, measuring 9 Kanal 2 Marla; RECT. No 14, Kila No 11/8-0), 1/2 Share, Measuring 4 Kanal 0 Marla; RECT. No 11, Kila No 21/2(0-4), 22/2(1-4); RECT. No 14, Kila No 2/9-0), 9/1(2-0), 9/2(8-0), Total (17-8), 1/3 Share, Measuring 5 Kanal 16 Marla RECT. No. 27 Kila No 2/8-0) 8/3-0) 9/8-0), Total (24-0), 1/8 Share, Measuring 3 Kanal 0 Marla; RECT. No 27, Kila No. 13/2(2(0-13), 1/5 Share, Measuring 0 Kanal 2 5 Marla; RECT. No. 13 Kila No. 17/2(2(5-13), 24/2(7-4); RECT. No. 24 Kila No. 13/2(4-18); RECT. No. 25, Kila No 25/7-8; RECT. No. 27, Kila No. 19/2(6-1), 21/1(4-13), Total (35-17), 1/6 Share, Measuring 8 Kanal 9 5 Marla; FIELD 18, Total Measuring 25 Kanal 0 Marla					
2 91/263	Badha	8	14	16758	
RECT. No 9 Kila No. 13/1(3-1), 19/2(4-0), 19/1(3-1); RECT. No 10, Kila No. 18/1(0-0), 19/7-7; 20/5-7; Total (30-0), 1/3 Share, Measuring 7 Kanal 10 Marla; RECT. No. 12, Kila No. 18/0), 22/8-0), Total (16-0), 1/320 Share, Measuring 0 Kanal 4 Marla; RECT. No. 13, Kila No. 13/0), 23/1(2-14), 25/5-0), Total (15-14), 2/375 Share, Measuring 0 Kanal 0 Marla; RECT. No. 16 Kila No 2/3-1), 17/6-12), Total (9-13), 1/215 Share, Measuring 0 Kanal 1 Marla; RECT. No 36, Kila No. 26/2-1), 5/1240 Share measuring 0 Kanal 0 Marla; RECT. No 23, Kila No. 10/8-0), 24/4840 Share Measuring 0 Kanal 1 Marla; RECT. No. 27, Kila No. 10/8-0), 15/2813 Share, Measuring 0 Kanal 0.5 Marla, RECT. No. 27, Kila No. 10/8-0), 1/320 Share, Measuring 0 Kanal 0.5 Marla; RECT. No. 3, Kila No 13/9 11), 14/4-16), 16/2(0-10) 17/8-0), 23/8-0), 24/8-0), 25/1(0-8), Total (39-5), 4/785 Share, Measuring 0 Kanal 4 Marla; RECT. NO 8, Kila No. 2/4-4), 2/2(3-12), 3/8-0), Total (15-16), 1/316 Share, Measuring 0 Kanal 1 Marla, RECT. No 36, Kila No. 5/2(5-12), 6/1(7-12), 14/2(2-14), 15/8-0), 16/6-16), 17/1(4-14); RECT. No 37, Kila No. 11/8-0), 20/8-0), Total (51-8), 5/1028 Share, Measuring 0 Kanal 5 Marla; RECT. No 36, Kila No. 3/8-0), 2/2(5-18), 8/8-0), 13/8-0), 14/1(3-6); RECT. No 37, Kila No. 1/8-0), 2/2(7-11), Total (48-15), 5/975 Share, measuring 0 Kanal 5 Marla, FIELD 43, Total Measuring 8 Kanal 14 Marla					

19355 2115



Handwritten signature and date: 21.11.07

ADDENDUM TO AGREEMENT DATED 16th NOVEMBER, 2007

THIS ADDENDUM to the Agreement dated 16th November, 2007 is made and executed at Gurgaon on this 20th day of November, 2007:

BETWEEN

M/s. Orris Infrastructure Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/260, Janakpuri, New Delhi through its Director, Amit Gupta herein after referred to as "**ORRIS**" of the **ONE** PART.



AND

M/s. Salmon Land & Housing Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/260, Janakpuri, New Delhi through its Mr. Vijay Gupta duly authorized vide a Board Resolution dated 19th November, 2007 and hereinafter referred to as the "**land owner**" of the **OTHER PART**.

For Salmon Land & Housing Pvt. Ltd.

Handwritten signature and initials: A.R.

For ORRIS INFRASTRUCTURE PVT. LTD.

Handwritten signature and initials: A.

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, legal representatives, administrator, nominees and assignees. The parties Orris and the land owner are hereinafter collectively referred to as "Parties" and individually as "the Party"

WHEREAS the Land Owner and Orris have entered into an Agreement dated 16th November, 2007 (herein after referred to as the said Agreement) for development of a Colony on land measuring 22 acres (approx.) and as detailed in the said Agreement situated in the revenue estate of Village Hayatpur and Badha, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land");

AND WHEREAS part of the said land falls in the commercial zone as per the Final Development Plan -2021, and it has necessitated the parties to make necessary amendments in the said Agreement to that effect.

AND WHEREAS the Land Owner has acquired further land measuring 3.3 Acres vide Sale Deed dated 19th November, 2007 in the revenue estate of Village Hayatpur and Badha, Tehsil and District Gurgaon (Haryana);

AND WHEREAS Land Owner has offered the aforesaid land measuring 3.3 Acres vide Sale Deed dated 19th November, 2007 in the revenue estate of Village Hayatpur and Badha, Tehsil and District Gurgaon (Haryana) for development to Orris on the same terms and conditions as mentioned in the Agreement dated 16th November, 2007,

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

For Salim Land & Housing Pvt. Ltd.

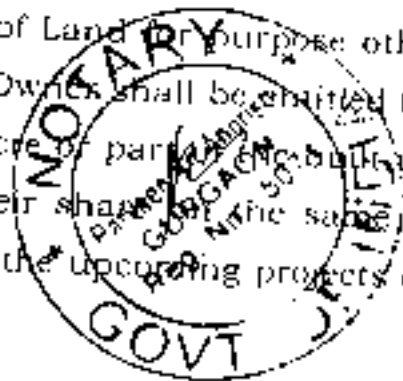
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AND WHEREAS Orris has agreed to the offer of the Land owner and thus, and it has necessitated the parties to make necessary amendments in the said Agreement to that effect;

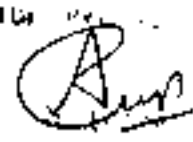
AND WHEREAS, both the parties hereto are desirous of executing an Addendum to the said Agreement dated 16th November, 2007 and have agreed on the terms of the said Addendum as hereinafter stated:

NOW THIS ADDENDUM TO THE AGREEMENT WITNESSES AS FOLLOWS:

1. That Orris may develop a Commercial/Group Housing/Plotting/Colony or any other suitable Project(s) on the said Land as it may deem fit and proper in accordance with the applicable rules/regulations and Final Development Plan.
2. In the case of the development of Land for purpose other than the residential colony, the Land Owner shall be entitled for 1350 Sq. Yds of the plotted area per acre of partially built up area, as the case may be, towards their share in the same land or any other Land and/or in any of the upcoming projects of Orris in Gurgaon.
3. That Orris is fully authorized to collaborate further with any other reputed developer for development of the said land in the Commercial, Group Housing, Plotted colony etc, as the case may be and take the Security Deposit in its own name or any other name as Orris may deem fit and proper from the Developer or any other party on behalf of the Land Owner with respect to the development of the project. In the event of Orris entering into any further Collaboration Agreement with any



AR / 



- 8 Clause No.9 of the said Agreement, which deals with the termination of the said Agreement stands omitted /deleted.
- 9 That all other terms and conditions of the Agreement dated 16th November, 2007 shall remain the same and in force.
10. This Addendum shall form an integral part of the Agreement dated 16th November, 2007 executed between the parties and shall be concurrent and co-terminus with the Agreement dated 16th November, 2007.

IN WITNESS WHEREOF the parties have executed this Addendum on the day, month and year first above written in the presence of witnesses:

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

SIGNED AND DELIVERED by the
Within named ORRIS

For Sd/- H.D. & Housing Deptt. Govt.

[Signature]
AR

SIGNED AND DELIVERED by the
Within named LAND OWNER

WITNESSES:

1.

[Signature]
H.D. PATEL Sd/- S.D. PATEL
Nagam Nagar PATEL - 21102

2.

[Signature]
Dorpat. Chakrabarty
Sd/- M.R. Chakrabarty
24744 B D A Flat
Kaduna to Delhi

ATTESTED TO BE TRUE COPY
FOR THE GOVERNMENT OF INDIA
BY THE SECRETARY TO GOVT.
H.D. & HOUSING DEPTT.



[Signature]
H.D. PATEL Adv.

		SCHEDULE-A		SALMON LAND & HOUSING		LAND DETAILS	
S.NO.	Sr.Reg. No.	VILLAGE	TOTAL AREA	VASIKA NO.	MUTATION NO.		
			KANAL/MARLA				
1	88/255	Badha	16	10760	2281	RECT.No.9,Kila No 16;(2-16), 17/2(6-9), 23/2(4-1), 24/7-7), 25/1(4-15);RECT No 17 Kila No.24/4(1-4), Total (25-12), 3/16 Share Measuring 5 Kanal 0 Marla;RECT. No.27 Kila No. 12(8-0), Salam, Measuring 6 Kanal 0 Marla;RECT No 10, Kila No 24(8-0), 3/8 Share, Measuring 3 Kanal 0 Marla, FIELD 8, Total Measuring 16 Kanal 0 Marla	
2	89/256	Badha	26	16753		RECT.No.10,Kila No.12(9-0), 5/1(4-4), Total (13-13), 7/3 Share, measuring 9 Kanal 2 Marla,RECT No 14,Kila No 11(8-0), 1/2 Share, Measuring 4 Kanal 0 Marla;RECT No 11,Kila No 21/2(0-4) 22/2(7-4);RECT No. 14,Kila No.2(8-0), 9/1(2-0), 9/2(6-0), Total 117-8), 1/3 Share, Measuring 5 Kanal 16 Marla, RECT. No 27, Kila No 2(8-0) 8(8-0), 9(8-0) Total (24-0), 1/8 Share, Measuring 3 Kanal 0 Marla;RECT No 27, Kila No 13/2(2(0-13), 1/5 Share, Measuring 0 Kanal 2 5 Marla;RECT. No.16,Kila No.17/2(2(5-13) 24/2(7-4), RECT.No.24,Kila No 18/2(4-18);RECT. No.25,Kila No 25(7-8);RECT No 27,Kila No. 19/2(6-1), 21/1(4-13), Total (35-17), 1/6 Share, Measuring 5 Kanal 19 5 Marla; FIELD 18, Total Measuring 28 Kanal 0 Marla	

For Salmon Load & Housing



ATTACHED TO BE TRUE COPY

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39:263	Badha	8	14	16756	RECT.No 8 Kila No 1: (3-16), 9/2(4-9), 16/1(3-1), RECT.No.10, Kila No. 18/1(6-0), 19/7(7-1), 20/2(5-7), Total (30-0), 1/4 Share, Measuring 7 Kanal 10 Marla, RECT.No.18, Kila No. 21(8-0), 22(8-0), Total (16-0), 4/320 Share, Measuring 0 Kanal 4 Marla, RECT.No.19, Kila No. 18(8-0), 23/1(2-14), 25(8-0), Total (18-14), 2/375 Share, Measuring 0 Kanal 2 Mar 3, RECT.No. 16, Kila No. 2(3-1), 17(8-12), Total (9-13), 1/215 share, Measuring 0 Kanal 1 Marla, RECT.No.36, Kila No. 28(2-1), 5/1240 Share, measuring 0 Kanal 0 Marla, RECT.No.23, Kila No. 12(1-10), 9/1515 Share, Measuring 0 Kanal 0 Marla, RECT.No.37, Kila No. 10(8-0), 24/4840 Share, Measuring 0 Kanal 1 Marla, RECT.No.23, Kila No. 21(4-13), 15/2813 Share, Measuring 0 Kanal 0.5 Marla, RECT.No.3, Kila No. 1(8-0), 1/320 Share, Measuring 11 Kanal 0.5 Marla, RECT.No.3, Kila No. 13(9-11), 14/4-16), 16/2(0-10), 17(8-0), 23(8-0), 24(8-0), 25/1(0-8), Total (39-5), 4/785 Share, Measuring 0 Kanal 4 Marla, RECT.No.8, Kila No. 2(4-4), 2/2(3-12), 3(8-0), Total (15-16), 1/316 Share, Measuring 0 Kanal 1 Marla, RECT.No.36, Kila No. 5/2(5-12), 6/1(7-12), 14/2(2-14), 15(8-0), 16/6-16), 17/1(4-14), RECT.No.37 Kila No. 1(8-0), 20(8-0), Total (51-8), 1/320 Share, Measuring 0 Kanal 5 Marla, RECT.No.36, Kila No. 3(8-0), 2/2(5-13), 5/1(0-8), 14/1(1-3-6), RECT.No.37 Kila No. 1(8-0), 2/2(7-11), Total (48-16), 1/320 Share, Measuring 0 Kanal 5 Marla, FIELD 41, Total Measuring 8 Kanal 14 Marla
49:265	Badha	8	0	16758	RECT.No.18 Kila No. 5/2(5-16), 7(8-0), 14(8-0), 15/1(2-16), 15/12(1-4), 15/2(12-0), 16/1(1-4), 17/2(11-4), 18/2(28-16), 16/596 Share, Measuring 8 Kanal 0 Marla, FIELD 2, Total Measuring 8 Kanal 0 Marla
590:257	Badha	0	16	16979	RECT.No.18 Kila No. 1(8-0), 1/2 Share, Measuring 4 Kanal 0 Marla, RECT.No.2, Kila No. 13/1(2-16), Salem, Measuring 2 kanal; 16 Marla; FIELD 2, Total Measuring 6 Kanal; 16 Marla
6:140:258	Hoyalpur	19	12	16980	RECT.No.18 Kila No. 5/2(5-16), 7(8-0), 14(8-0), 15/1(2-16), 15/12(1-4), 15/2(12-0), 16/1(1-4), 17/2(11-4), 18/2(28-16), 16/596 Share, Measuring 8 Kanal 0 Marla, FIELD 2, Total Measuring 6 Kanal; 16 Marla

For Salton Land & Housing Development
A/R

For ORIS INFRASTRUCTURE PVT. LTD.

[Signature]

DIRECTOR

भारतीय गैर न्यायिक

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RUPEES

Rs. 50

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हरियाणा HARYANA

A 307343

AGREEMENT

This Agreement is made at Gurgaon on this 6th day of May, 2008:

BETWEEN

M/s Orris Infrastructure Private Limited, a Private Limited Company incorporated under the Companies Act, 1956 and having its registered office at GF-16, Arunachal Building, Barakhamba Road, New Delhi - 110 001 through its Director Mr. Amit Gupta herein after referred to as "ORRIS" of the **ONE PART:**

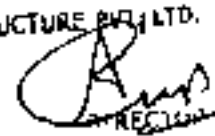
AND

M/s. Salmon Land & Housing Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/260, Janakpuri, New Delhi through its ^{People's representative} Authorized / Mr. Vijay Gupta duly authorized vide a Board Resolution dated 30th April, 2008 and hereinafter referred to as the "land owner" of the **OTHER PART.**

For Salmon Land & Housing Pvt. Ltd.

For ORRIS INFRASTRUCTURE PVT. LTD.

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M/s. Orris Infra Pvt. Ltd. H.D. Pathak

प्रलेख नं: 1323

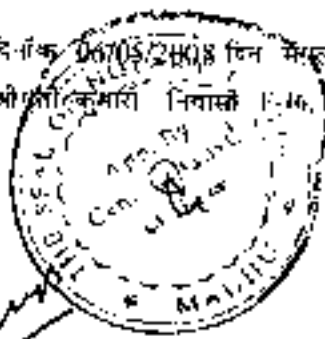
डॉक संबंधी विवरण	
डॉक का नाम AGRI-UMJANI	
तहसील/राज तहसील गुडगाँव	गाँव/शहर थर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
कीमत 2,320,000.00 रुपये	स्टाम्प ड्यूटी की राशि 100.00 रुपये
रजिस्ट्रेशन फॉस की राशि 12,500.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये

Drawn By: H.D. Pathak, Adv.

यह प्रलेख आज दिनांक 06/05/2008 दिन मंगलवार समय अर्जे श्री/श्रीमती/कुमारों M/s. Orris Infra पुन/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी F-16, Anandachal Building Hanukhamba Road, N.Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

M/s. Orris Infra Pvt. Ltd. thru Anil Gupta (OTHER)



उप/सद्व्यवस्थापक पंजीयन अधिकारी
मुख्य रजिस्ट्रार
गुडगाँव

उपरोक्त पंजीयन अधिकारी श्री/श्रीमती/कुमारों thru Vijay Gupta राखे गए हैं। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि पंजीयन ने गैर समझ के रूप में को उदा की तथा प्रलेख में वर्णित अर्जा अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारों H.D. Pathak पुन/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Delhi व श्री/श्रीमती/कुमारों Deepak Chakkarborty पुन/पुत्री/पत्नी श्री/श्रीमती/कुमारों M.R. Chakkarborty निवासी 22/741, DDA Flats, Kirti Nagar, Delhi को हमने कथित/अधिकृत के रूप में जानते हैं तथा यह साक्षी पत्र को प्रस्तुत करता है।

दिनांक 06/05/2008

उप/सद्व्यवस्थापक पंजीयन अधिकारी
मुख्य रजिस्ट्रार
गुडगाँव

भारतीय गैर न्यायिक

पचास

रुपये

Rs. 50

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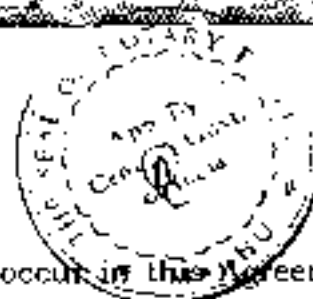
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INDIA NON JUDICIAL

हरियाणा HARYANA

A 307344



The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, legal representatives, administrator, nominees and assignees. The parties Orris and the land owner are hereinafter collectively referred to as "Parties" and individually as "the Party".

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land measuring about 4.64 acres (approx.) and more fully described in 'Schedule-A' written hereunder and hereinafter referred to as SAID LAND.

AND WHEREAS the land owner represents that as per the Final Development Plan-2021, part of the said land falls in the residential zone and part of the land falls in the commercial zone.

AND WHEREAS Orris has the expertise and resources in development of real estate and is doing projects either on its own or in collaboration with

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For Salmon Land & Housing Pvt. Ltd.

AR /

FOR ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

Reg. No. 1373
Reg. Year 2008-2009

Bank No. *de*



पेशकर्ता



दावेदार



गवाह

पेशकर्ता
Anil Gupta

Anil

दावेदार
Hira - Vijay Gupta

Hira

गवाह 1: H D Pachak

Pachak

गवाह 2: Deepak Chakkarborty

Deepak

प्रमाण-पत्र

प्रमाणित किया जाता है कि यहाँ प्रस्तुत किया गया 3323 आज दिनांक 06/05/2008 को यहाँ नं: 1 जिल्द नं: 9753 के पृष्ठ नं: 140 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बड़ी सख्या 1 जिल्द नं: 832 के पृष्ठ सख्या 52 से 53 पर चिपकाई गया। यह भी प्रमाणित किया जाता है कि इस दरतावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर निम्न अधिकांश पर लगाये किये हैं।

दिनांक 06/05/2008

उप/संयुक्त मैजिस्ट्रेट अधिवक्ता

गुडगाँव

हस्ताक्षर

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सीका नं 3323 अति. सीका नं 1
जिल्द नं 10. 582 पृष्ठ नं 692 पृष्ठ
क्या दिनांक 06/05/08 को दर्ज रजिस्टर
किया गया।


Signature


other reputed builders and is in the process of negotiation with various land owners for development of Commercial/Residential project in keeping with the provisions of the local laws.

AND WHEREAS after ascertaining the capability of Orris and also ascertaining that Orris is in talk with the other land owners of adjacent land for developing a Commercial/Residential project, the land owner herein has approach Orris with an offer to make the land of the land owner also a part of the proposed Commercial/Residential project.

NOW, THEREFORE, THIS INTERSE AGREEMENT WITNESSETH AS UNDER:-

1. The Land Owner hereby empowers Orris to ~~negotiate~~ with various other land owners of adjacent area and consolidate the minimum required land for development of a Commercial/Residential project so as to include the land of the land owner herein.
2. That Orris upon consolidating the requisite amount of land for development of a Commercial/residential project, is fully authorized to collaborate further with any other reputed developer for development of the said land in the Commercial, Group Housing, Plotted colony etc, as the case may be and take the Security Deposit in its own name or any other name as Orris may deem fit and proper from the Developer or any other party on behalf of the Land Owner with respect to the development of the project, in the event of Orris entering into any further Collaboration Agreement with any other Developer on the basis of the present Agreement with respect to part or whole of the said Land.

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

A.P. / 

3. That in lieu of the land owner granting irrevocable power in favour of Orris for making the said land as a part of a larger Commercial/Residential project and applying for and obtaining all necessary permissions and approvals and thereafter developing a Commercial/Residential project either through its own or through any other person or persons and marketing the entire project and receiving the entire sale consideration in its name, Orris shall allot in favour of the land owner plotted area measuring 1000 sq. yds per acre or part of the built up area, as the case may be, towards their share on the same land or any other Land and/or in any of the upcoming projects of Orris in Gurgaon. However after receipt of the licence and the entitlement of the land owner in the plotted area, the Land Owner shall get the Land transferred in the name of Orris or its nominee in parts or full at circle rate. The final and formal allotment shall however, be done subject to payment by the Land Owner to Orris a sum equivalent to the proportionate amount of the security Deposit paid by Orris to Land Owner under this Agreement and the amount of sales consideration paid by Orris to the Land Owner at the time of execution and registration of the respective Sale Deed(s) of the said Land. All expenses related to Sale Deed etc. shall be borne and paid by Orris or its nominee. The Land Owner shall apply to DTCP for the transfer of Licence in favour of Orris/Colonizer/Developer or its nominee.
4. That Orris will be empowered and authorized to consolidate the said land along with adjacent land of other land owners for development of a Commercial/Residential project with full authority to identify the Developers. Orris shall be solely responsible to carry all the work relating to the development of land and the Land Owners shall have no say in the same. The obligation of Orris shall be inter alia as under;

For Salomon Land & Housing Pvt. Ltd.

AR/


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


Director

- a) At time of signing of this agreement the ORRIS shall pay to the Land Owner refundable security at the rate of Rs. 5,00,000/- (Rupees Five lacs only) per acre as interest free security deposit, being part consideration, for execution of this Agreement and handing over of physical possession of the said Land, as advance to the Land Owner which will be refunded when the Land Owner get its allocation.
- b) Orris accordingly has therefore paid a total sum of Rs. 23,20,000/- to the Land Owner as refundable security, on the date of Collaboration Agreement, in the following manner:
Cheque No. 027426 dated 06.05.08 for a sum of Rs. 23,20,000/- drawn on Axis Bank Limited.
- c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Orris;
- d) to apply for change of land use of the said land and deposit all application money, licence fee and other charges as may be required either through its own sources or through any other developer/Collaborator at the absolute discretion of Orris.
- e) to prepare the blue print for development on the said land;
- f) to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land;
- g) to identify a reputed Developer for development on the said land either through private negotiations or through advertisement and enter into necessary agreement with such developer;

For Suburban Land & Housing Pvt. Ltd.

A. P. [Signature]

For ORRIS INFRASTRUCTURE PVT. LTD.

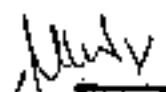
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DIRECTOR

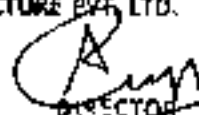
- b) to coordinate with the Developer during the course of the development and for that purpose to engage architect, engineer etc.;
- i) to engage and employ all work forces as may be required in the said Project for securing the interest of the land owner,
- j) to market the entire project including the plotted area, group housing area, commercial area and all other facilities and amenities as provided in the said Commercial/Residential project and for that purpose to sign and execute all necessary documents, agreements including allotment letter, agreement to sell, plot buyers agreement, space buyers agreement, apartment buyers agreement, sale deed, gift deed, lease deed, licence deed or any other instrument or instructions as may be required from time to time for conveying interest in the said Commercial/Residential project or part thereof in favour of the prospective buyer;
- k) to receive the entire sale consideration, deposit, lease rent, refundable security deposit, from any such prospective buyer, tenant, occupant etc. in the said project.

5. That in order to facilitate Orris to achieve the object of this Agreement, the land owner have executed a power of attorney in favour of Shri Amit Gupta son of Mr. Vijay Gupta resident of C-3/260, Janakpuri, New Delhi nominees of Orris who shall have full authority and power to act jointly or severally as may be decided by the attorney from time to time and the said power of attorney shall not be revoked or cancelled for any reason whatsoever except when so requested by Orris in writing and if so desired by Orris to revoke the aforementioned power of Attorney and execute fresh power of Attorney but only at the discretion of Orris. However, it is clearly agreed and understood between the parties that the

... ..

... ORRIS INFRASTRUCTURE PVT. LTD. 6

AR/ 


DIRECTOR

execution of the power of attorney does not absolve the land owner of its responsibility to sign and execute various papers and documents, if so required by Orris.

6. That in the event Orris fails to obtain the licence and/or the land cannot be developed as a Commercial/Residential project, then in that event Orris shall have full authority and power to explore possibility of alternate development and in the event such alternate development does not permit residential plotted development, the land owner shall be entitled to receive lump sum amount as per mutual agreement.
7. That the present agreement is executed with the clear stipulations that the land of the land owner is free from all encumbrances, charges, liens, and there is no defect in the title of the land owner. However, in the event there is any claim of claims by any third party and/or there is any litigation affecting the title of the land owner, it shall be the sole responsibility of the land owner to rectify the defect and make out a good and marketable title without causing any prejudice or loss to Orris and/or to other land owners and the land owner do hereby keep Orris indemnified on the aforementioned account.
8. It is clearly understood between the parties that after signing this agreement the Land Owner have no right to interfere in any manner to Orris or the Developer in concern of the development or disposal of the said Land except getting its share.
9. That the land owner shall provide all necessary assistance and cooperation to Orris and furnish all necessary information and documents and/or clarifications as may be sought for by any

For Saloon Land & Housing Pvt. Ltd.

20/11/2018

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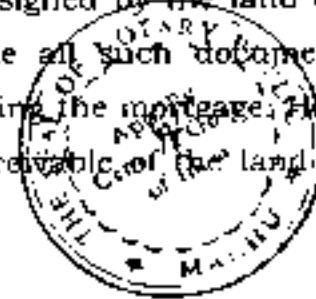
For ORRIS INFRASTRUCTURE PVT. LTD.

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DIRECTOR

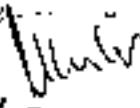

authority or authorities while examining the title of the land owner for grant of LOI and also subsequent thereto till the completion of the entire project.

10. That all original document in respect of the said property are presently lying with the land owner who shall make the same available to Orris at the time of making application for grant of the necessary licence and upon grant of the letter of intent Orris shall be entitled to hold the said document with full authority to create any charge or encumbrances on the said land and also with authority to deposit the title deeds with any Banks/Financial institutions with intention to create mortgage. In the event any document/agreement is required to be signed by the land owner, the land owner shall sign and execute all such documents in favour of Banks/Institutions for facilitating the mortgage. However such charge shall not prejudice the receivable of the land owner under this agreement.



11. That all dues in respect of the land including any land revenue or taxes payable in respect of the said land up to this date shall be the sole liability of the land owner. However, all the EDC, IDC and any other charges payable to any authority or authorities for developing the said land as a Commercial/Residential project shall be the sole liability of Orris.
12. That in case of any dispute or difference arising between the partners touching the interpretation of the terms of this deed or any matter whatsoever the same shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or replacement thereof.

For Sale and Conveyance:-

AR/ 


FOR ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

13. That in case of any dispute or difference arising between the parties touching the interpretation of the terms of this Agreement or any matter whatsoever the same shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended up-to-date.

IN WITNESS WHEREOF the parties hereto have signed this **Interse Agreement** on the day, month and year first above written.

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

SIGNED AND DELIVERED by the within named ORRIS

For Salmon Land & Housing Pvt. Ltd.

[Signature]
A R / ~~Director~~

SIGNED AND DELIVERED by the within named LAND OWNER

WITNESSES:

1.

[Signature]
H.D. PATHAK Sp. S. D. Pathak
Shyam Nagar PALWAL - 121102

2.

[Signature]
Dee Pak Chakrabarty
Sp. M. A. Chakrabarty
24744 DDA Flak
Kalkaji Delhi



ORIGINAL TRUE COPY
[Signature]
Notary Public Palwal

Drafted by
[Signature]
H.D. PATHAK Adv

SCHEDULE-A						SALMON LAND & HOUSING	
Sr.Reg. S.NO. No.	VILLAGE	TOTAL AREA	VASIKA NO.	MUTATION NO.	LAND DETAILS		
		KANAL	MARLA				
1 95/269	Badha	2	10	18189	RECT.No.26, Kila No.17(8-0), 50/160 Share, Measuring 2 Kanal 10 Marla; FIELD 1, Total Measuring 2 Kanal 10 Marla		
2 101/274	Badha	8	0	18628	RECT.No.27, Kila No.1(8-0), Salam: FIELD 1, Total Measuring 8 Kanal 0 Marla		
3 145/265	Hayaipur	4	0	18969	RECT.53, Kila No.14/1(4-16), 14/2(3-4), Total (8-0), 3/8 share Measuring 3 Kanal 0 Marla; RECT.No.53, Kila No.7/1(2-12), 7/2(5-8), Total (8-0), 1/2 Share, Measuring 1 Kanal 0 Marla; FIELD 4, Total Measuring 4 Kanal 0 Marla		
4 147/278	Hayaipur	7	14.5	18813	RECT.No.28, Kila No.17/2(4-0), 24/1(3-13), RECT.No.60, Kila No.2(7-12), 3(8-0), Total (23-5), 309/930 Share, Measuring 7 Kanal 14.5 Marla; FIELD 4, Total Measuring 7 Kanal 14.5 Marla		
5 149/280	Hayaipur	4	0	19347	RECT.No.67, Kila No.1/1(4-0), Salam: FIELD 1, Total Measuring 4 Kanal 0 Marla		
6	Hayaipur	10	16	27737	RECT.No.27, Kila No.23/2(3-6), Total (3-6), Salam; RECT.No.27, Kila No.14/2(7-12), Salam: Field 2, Total Measuring 10 Kanal 18 Marla		
		35	42.5				
	TOTAL	37	2.5				
			4.84 ACRE				

ADDY
Cen. Govt.
of India

INDIAN INFRASTRUCTURE PVT. LTD.



AGRICULTURE DEPT. GOVT. OF PUNJAB
[Signature]
 DIRECTOR

For Salmon Land & Housing

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[Signature]
 Notary Public Punjab

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